

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3249
FAX: (504) 286-8224
DATE: THURSDAY, OCTOBER 18, 2018

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ FAX # _____ EMAIL: _____

CONTRACT ADMINISTRATOR: DIANNE WILTZ-HUNLEY

QUOTE DUE BY: THURSDAY, NOVEMBER 8, 2018 @ 2:00 P.M.

MANDATORY PRE-BID/SITE VISIT: THURSDAY, OCTOBER 24, 2018 @ 10:00 A.M.
HANO BOARD ROOM, 4100 TOURO STREET
NEW ORLEANS, LA 70122

This project shall be awarded only to a contractor licensed under licensing law La. R.S. 37:2150-2192 State of Louisiana with a classification in Building Construction and/or Mechanical Work.

PROJECT SPECIFICATIONS/SCOPE OF WORK: SEE ATTACHED

SPECIAL INSTRUCTIONS:

1. All quotes and required submittal documents shall be delivered, in accordance with the Instructions to Bidders and Supplemental Instructions to Bidders contained herein.
2. Offers are subject to form HUD-5370-EZ and Supplemental Conditions.
3. Davis Bacon Wage Rates shall apply.
4. Refer to Index of Submittal Documents for a list of required documents.
5. Questions are to be submitted in writing no later than 2:00 p.m. on Monday, November 5, 2018 to: Dianne Wiltz-Hunley, Contract Administrator, at dwiltz@hano.org.

QUOTE VALID UNTIL: _____

QUOTE SUBMITTED AND AUTHORIZED BY: _____ ON _____ 20____

HANO reserves the right to execute a Contract/Purchase Order with the responsible individual(s), firm(s), or organization(s), which provide the greatest benefit to this agency, not necessarily the lowest price.

THIS IS NOT AN ORDER REQUEST

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist prospective bidders in completing a responsive bid. The Index of Documents contains a listing of all required bid submittal items.

Please review this table, and submit with your quote all documents that are checked as a "Required Submittal". The bid form must be signed and properly executed.

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED
LOUISIANA UNIFORM PUBLIC WORK BID FORM (PAGE 1)	√	√	√
LOUISIANA UNIFORM PUBLIC WORK UNIT PRICE FORM (PAGE 1)	√	√	
BID BOND (SAMPLE FORM OF BID BOND IS INCLUDED)	All bids must be accompanied by a bid 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 an evidence of good faith of the bidder.		
HUD FORM 5369-A REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS PUBLIC AND INDIAN HOUSING PROGRAM	√	√	
CONTRACTOR'S SUMMARY SHEET	√	√	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	

NOTE: ALL SUBMITTAL DOCUMENTS ARE REQUIRED BY THE DUE DATE AND TIME

**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 and 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 —

The Housing Authority of New Orleans
Department of Procurement and Contracts
Audrey Plessy, Procurement Manager
4100 Touro Street
New Orleans, LA 70122

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
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AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following supplements modify the "Instructions to Bidders for Contracts" form HUD-5369.

Item #1: Modify Clause 1 – Bid Preparation and Submission:

1. Add the following subparagraph to paragraph (b):

The Louisiana Uniform Public Work Bid Form and Unit Price Form, and each supplemental form that requires signatures must bear an original signature.

2. Add the following subparagraph to paragraph I:

Bidders shall furnish those documents delineated as Required Submittals in the bid package on the bid due date and time and/or listed on the "Index of Submittal Documents" page contained herein.

3. Add the following subparagraph to paragraph (d):

Deliver one (1) complete set to the Department of Procurement and Contracts at the following address:

Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street,
New Orleans, Louisiana 70122
Audrey Plessy, Procurement Manager

The bidder must place on the outside of the envelope in the upper, left-hand corner the following information when submitting their quote:

Contractor's Name and Address
Project Name and RFQ Number
Contractor's License Number
Date and Time quotes are due

4. Add the following paragraphs as an additional paragraphs (i)

Construction materials that will become permanent improvements to property owned by the Housing Authority of New Orleans purchased for use by the General Contractor or Subcontractors and incorporated into the work under this contract are exempt from sales tax. Bidders are expected to account for the sales tax exemption in preparation of the bid.

The successful bidder shall furnish completed Representations and Warranties as to Sales Tax on Applicable Materials and Equipment and State of Louisiana Department of Revenue Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity forms prior to execution of any contract under this solicitation. These forms will be provided to the successful bidder after contract award.

5. Add the following as an additional paragraph (j)

1. Rules, Regulations and Licensing Requirements

The successful Offeror shall possess all of the required state and local licenses and certifications required by the Louisiana State Licensing Board of Contractors to perform work of the type required by this contract in the City of New Orleans. In addition, the Offeror 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 contract services.

Item #2: Modify Clause 2 – Explanations and interpretations to Prospective Bidders:

1. Add the following subparagraph to (a)

All requests/explanations shall be forwarded in writing no later than 2:00 p.m. on Monday, November 5, 2018 to:

Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street, New Orleans Louisiana 70122
Attn: Dianne Wiltz-Hunley, Contract Administrator
(504) 670-3249 (Office) – (504) 286-8224 (Fax)
Email – dwiltz@hano.org

Item #3: Clause 3 – Amendments to Invitations for Bids:

1. Modify paragraph I to read as follows:

Amendments to Request for Quotes will be on file in the offices of the Housing Authority of New Orleans, Department of Procurement and Contracts at least 24 hours before the date and time quotes are due.

Item #4: Modify Clause 4 – Responsibility of Prospective Contractor

1. Modify paragraph (a) to read as follows:

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 | (5) Related project experience |
| (2) Compliance with public Policy | (6) Skill |
| (3) Record of past performance | (7) Business judgment |
| (4) Financial and technical resources | (8) Reputation |
| (Including construction and technical equip.) | (9) Quality of previous work on contracts |

Additionally, 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

2. Modify paragraph (b) to read as follows:

Before a bid is considered for award, the apparent lowest, responsive bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Other documentation shall include, but not be limited to:

- 1) Employment Training and Contracting Forms
- 2) Contractor's Schedule of Values
- 3) Sample Representations and Warranties as to Sales tax on Applicable Materials and Equipment
- 4) Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

Failure by any bidder to provide such additional information within the timeframe designated by HANO will render the bidder non-responsive and ineligible for contract award. At that time, the lowest bidder will be determined to be the bidder with the lowest bid and have submitted all documents timely, and will be required to comply with the procedures set forth herein.

Item #5: Bid Guarantee (applicable to construction and equipment contracts exceeding, \$25,000.00)

1. Add the following subparagraph:

A Sample Bid Bond form is provided in this document. Bidders may submit their bid guarantee on a form provided by their surety company.

Item #6: Representations, Certification, and Other Statement of Bidders – Form HUD 5369-A

1. Clause 7. Small, Minority, Women-Owned Business Concern Representation

Bidders representing and certifying as a part of this bid/offer that it is a small, women owned or a minority business concern must submit proof of certification from one of the Louisiana Unified Certification Program certifying agencies, and register as a vendor with the Housing Authority of New Orleans. Certification(s) shall be submitted to HANO prior to execution of a contract/purchase order.

2. Delete Clause 12 from the Representations, Certifications and Other Statements of Bidders Public and Indian Housing Programs, in its entirety. A Previous Participation Certificate will not be required.

HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RFQ #18-912-40

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPT.
4100 TOURO STREET
NEW ORLEANS, LA 70122

RFQ FOR: RETURN AIR DUCT AND GRILLE
CORRECTIVE AND REPLACEMENT WORK AT
THE FLORIDA HOUSING DEVELOPMENT
RFQ #18-912-40

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 as defined in the Scope of Work, dated July 20, 2016, and all referenced documents included by reference therein.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of: _____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ N/A)

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

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 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid.

A **BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by HUD Form 5369 is attached to and made a part of this bid.

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
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

CONTRACTOR'S SUMMARY SHEET

If this Quote is submitted by a joint venture, each business shall provide the information requested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 01, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

(Louisiana Contractor's License Number)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

(If a Corporation, President or Vice-President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted)

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

Date Contractor Signed: _____

**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)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

(Print)

(Date)

(Signature)



Housing Authority of New Orleans

EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

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Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

The Housing Authority of New Orleans (HANO) has established a policy whereby any contractor that transacts business with HANO must meet the requirements of HANO's Section 3 and DBE/WBE policy as outlined in this document. This policy applies to all contracts valued at \$100,000 or greater. Contractors will: 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and 2) provide Section 3 Business Concerns, Disadvantaged Business Enterprises (DBEs) as well as Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO. HANO will make a good faith effort to recruit as many Section 3 eligible residents and businesses as possible for employment and instructional positions and contract opportunities, in an effort to provide economic opportunities for area residents and area business concerns.

This document serves to fulfill two (2) main objectives: 1) it outlines the Section 3 & Section 3 Business Concerns/DBE/WBE policy and program compliance measures of HANO, and 2) it contains program definitions, requirements, required forms, information on program assistance provided by HANO, and other information related to HANO's Employment, Training and Contracting Policy. This document replaces all previous policies and is in immediate effect as of the HANO Board approval date.

Summary of Requirements

Requirements	Section 3 Hiring	Section 3 Training & Internship	DBE Contracting	WBE Contracting	Section 3 Contracting
	30% of new hires	Paid Training and Internship Spots as listed in Chart on Page 17	20% of the value of the contract	5% of the value of the contract	10% of the value of construction contracts 3% of the value of non-construction contracts

These requirements apply to all prime and subcontractors where the value of the contract with HANO is \$100,000 or greater.

B. Definitions

Local Hire: Employee Residing within Orleans Parish.

Low-Income Person: A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Very Low-Income Person: A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

New Hires: Full-time employees not previously employed on this contract for permanent, temporary or seasonal employment opportunities.

Section 3 Resident: A public housing resident, (HCVP) Housing Choice Voucher Program Participant or an individual who is considered to be a low to very low income Orleans Parish Resident.

Core Employees: Persons listed and verified as employed with company before the contract execution date.

Contractor: Any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

Woman Business Enterprise (WBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

Disadvantaged Business Enterprise (DBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

Housing Authority (HA): Public Housing Agency

Housing Development: Housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

Employment Opportunities Generated by Section 3 Covered Assistance: All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management

and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

HUD Youthbuild Programs: Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Recipient: Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

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

Section 3 Business Concern:

- (1) Business concerns that are 51% or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended; or
- (2) Business concerns whose full-time, permanent workforce includes 30% of public housing residents or low or very low income local residents as employees; or
- (3) HUD Youthbuild programs being carried out in the area in which the section 3 covered assistance is expended; or
- (4) Business concerns that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 Covered Contracts: A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials only. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project: The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Subcontractor: Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

C. HANO Section 3 & DBE/WBE Policy Statements

i. Section 3 Policy Statement

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of New Orleans to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of the Section 3 Opportunities Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of Section 3 and this policy.

HANO, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. ***HANO's Section 3 requirement is thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers, and 10% (construction) or 3% (non-construction) of the value of the contract shall be awarded to Section 3 eligible Businesses.*** It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject them to penalties including, but not limited to, the withholding of payments.

ii. **DBE/WBE Policy Statement**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby modifies the numerical requirements relative to contracting with Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) and reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO.

HANO's DBE requirement is 20% of the value of the contract will be awarded to DBEs and 5% of the value of the contract will be awarded to WBEs.

To comply with this requirement and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of evidence and certification that the bidder will comply with the requirements of this policy.

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires.

HANO has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance.

Section 3 Hiring Preference

Contractors shall adhere to the following order of priority for employment purposes:

- Priority 1: A low or very low-income resident of HANO housing site where the work is being done
- Priority 2: A low or very low-income resident of any HANO housing developments
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: HANO Housing Choice Voucher Participant
- Priority 5: a) A Very low-income resident of Orleans Parish
b) A Low-income resident of Orleans Parish

Contracting Requirements

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall direct 10% of the contract value to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 3: HUD Youthbuild programs in Orleans Parish; or
- Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 Orleans Parish residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts less than \$100,000 and shall not apply to contracts for the purchase of supplies and materials unless the contract for materials includes installation.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, **participation can only count toward one requirement.** For example, if a subcontract is let to a Section 3 business concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its Section 3 contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

E. DBE/WBE Contract Requirements

Numerical Requirements

HANO requires that all contractors and any tier subcontractors shall direct their subcontracting opportunities to DBEs/WBEs as follows:

- Disadvantaged Business Enterprises - 20% of the total value of contract
- Woman Business Enterprises - 5% of the total value of contract

DBE and WBE businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of this policy and numerical requirements in any and all tier subcontracts.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, an individual company's participation can only count toward one requirement on a contract. For example, if a subcontract is let to a WBE concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its WBE contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

Requirements relative to contracting with DBEs/WBEs shall not apply to contracts less than \$100,000 and shall not apply to contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc, or when the sole source or specified items are not available from DBEs/WBEs.

100% of the participation of DBE/WBE suppliers shall count towards the requirements as long as the supplier maintains an inventory and/or significantly alters the product for distribution. In cases where the DBE/WBE supplier does not maintain an inventory and/or does not significantly alter products for distribution, only 25% of the DBE/WBE supplier's participation shall count toward the requirements.

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

As part of the response to an IFB, RFP, RFQ, or other solicitation, respondents (prime) are required to submit a Section 3 Employment and Training Action Plan (SETAP) to identify overall projected employment by type and phase, Section 3 hiring, training and contracting requirements, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. (See Section III for Section 3 Employment & Training Action Plan format).

The **HANO Section 3 Coordinator** will be responsible for coordinating with the Department of Procurement and Contracts to review the Section 3 Employment and Training Action Plan prior to the award of the contract. Upon selection, HANO will work with the selected firm to finalize the Section 3 Plan, including identification of HANO assistance to be provided (if any), timelines for action, and review of reporting and compliance requirements. The Section 3 Employment and Training plan is separate and apart from the Disadvantaged/Women Business Enterprise Plan and must be completed in addition to the DBE/WBE Plan.

I. Prior to Bid/Pre Certification Process: HANO Resident-Owned Businesses can Visit www.hano.org, to complete and submit a Section 3 Business Concerns Application.

II. Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- Section 3 Employment Action Plan
- Section 3 Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees (including date of hire for each core employee and address)
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

III. Pre-Award Phase: Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Section 3 Coordinator.

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period (Appendix):

- Core Employee List Subcontractors / New Contracts
- Section 3 Employment and Training Compliance Reports
- Section 3 Manhour Report
- Contracting Compliance Report
- Section 3 Income Verification Form
- Employer Paid Training Report

Upon HANO's request, the contractor and all tier level sub-contractors are required to provide supporting documentation and proof of previous employment of any and all core employees prior to working on a HANO project.

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Verification Form is completed. The Section 3 Income Verification Form shall be completed by the resident, and submitted to the contractor. This documentation should be included with the monthly reports submitted to HANO.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

Determination of Compliance

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 16 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

- Target recruitment of Section 3 residents for training and employment by taking steps such as:
 - Prominently place a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken;

- Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
 - Consider contracting with HANO Resident Councils and/or Resident Management Corporations
 - Contact HANO for a list of agencies which may be able to provide assistance regarding opportunities for training which can be utilized on this contract;
 - Contact local job training centers, employment service agencies, and community organizations;
 - Develop on-the-job training opportunities or participate in job training programs;
 - Develop or participate in certified Pre-Apprenticeship/Apprenticeship Trainings Programs for construction trades on Construction Contracts and Paid Internship/Summer Employment Opportunities for Non-Construction Contracts.
 - Advertise in the local media.
- Keep a list of Section 3 area residents who apply on their own or by referral for available positions.
 - Send to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3.
 - Select Section 3 area residents, particularly HANO residents, for training and employment positions.
 - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

Where feasible, adjust the initial Section 3 and DBE/WBE Action Plan to increase the use of Section 3 residents in categories where the Plan has been successful to compensate for those categories of lower success.

B. DBE/WBE Certification

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Department of Development & Modernization. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing

Authority. Applications for certification may be obtained by visiting HANO's website at www.hano.org.

Contracting Procedures:

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

I. Prior to Bid/Pre Certification Process: If qualified, contractors can visit www.hano.org, to complete and submit a Disadvantaged Business Enterprise Program Certification Application.

II. Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- A. DBE/WBE Contracting Action Plan
- B. Contracting Schedule
- C. Letter of Intent
- D. Statement of Understanding

III. Pre-Award Phase: Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the DBE/WBE subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Compliance Officer.

IV. Contract Performance Phase: HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the tenth business day of each month throughout the contract period:

- Contracting Compliance Report

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

Contracting:

- Target recruitment of DBEs/WBEs by taking such steps as:
 - Contact DBEs/WBEs in the HANO's directory;
 - Prominently place a notice of commitment relative to DBE/WBE contracting at the project site and other appropriate places;
 - Contact HANO for a list of certified firms;

- Contact other organizations which might be helpful in identifying DBEs/WBEs;
 - Advertise in the local media.
- Make every effort to use DBEs/WBEs included in HANO's directory of certified firms. Such efforts may include, but are not limited to:
 - Dividing total work into smaller sub-tasks (i.e. by floor);
 - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
 - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.
 - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.
 - Where feasible, adjust the initial DBE/WBE Contracting Action Plan to increase the use of Section 3 business concerns in categories where the Plan has been successful, to compensate for those categories of lower success.

C. Reporting Open Positions

All HANO contractors and subcontractors are required to report all job openings in connection with a contract resulting from any solicitation on HANO's Section 3/MWBE Program Coordinator, and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO's requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

* For Construction Projects – All new hires must go through the on-site hiring process with the Section 3 Coordinator

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

If a contractor or subcontractor cannot meet the Section 3, DBE, WBE contracting requirements it must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the following alternative measures to comply:

- Contractors must contribute to HANO's Section 3 Training Fund, which provides training and other economic opportunities for HANO residents:
 - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**
 - **Non-Construction Contractors (e.g. A&E, Consulting, Professional Services, Technical) must contribute 1% of the total contract amount.**

HANO will primarily use the Section 3 Training Fund to pay for resident self-sufficiency programming through HANO's partnerships with Local Colleges, State Approved Trade Programs, paid Work Experience /Internship Programs, Youth Summer Employment Programs and various other employment and training programs for residents. The site in which the construction or project is occurring will receive a portion of funds generated from that respective site for programs and equipment related to resident training.

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated March 13, 2012. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

Part IV – Training Requirements

Training Requirements for Construction Contracts

- HANO requires all construction contracts that are greater than (\$100,000.00) one hundred thousand dollars in total construction cost and is anticipated to exceed 6 months of construction; to include a detailed and well defined plan on how they will provide a certified pre-apprenticeship or apprenticeship training programs to at least (1) one Section 3 Resident in its priority order. (1) One additional Section 3 Resident in its priority order will be provided training for every additional (\$500,000) five hundred thousand to (\$1,000,000.00) one million dollars of the total contract value. The training plan and trainings must be aligned with the scope of work in the contract and approved by HANO. A training program participant can only count for (1) one training slot per total contract amount. Those who do not offer a certified pre-apprenticeship or apprenticeship training program will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

Training Requirements for Non-Construction Contracts

- HANO requires that all non-Construction contracts that meet or exceed (\$100,00.00) one hundred thousand dollars in total contract value include a detailed and well defined plan to provide paid internship or summer employment opportunities to Section 3 Residents in its priority order. An internship/summer employment program participant can only count for (1) one internship/summer employment slot per total contract amount. Those who do not offer a HANO approved paid internship or summer employment opportunity will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

* A Portion of All Funds Generated at A HANO Housing Site Will Remain At That Site for Resident Training Programs and Equipment

Total Contract Amount	Number of Section 3 Training / Internship Slots	Contribution to HANO Training Fund if Training or Internship Slots Are not Available
At least \$100,000, but less than \$500,000	1	6% of the Total Contract Value up to \$25,000
At least \$500,000, but less than \$1,000,000	2	5% of the Total Contract Value up to \$40,000
At least \$1,000,000, but less than \$2,000,000	3	4% of the Total Contract Value up to \$60,000
At least \$2,000,000, but less than \$4,000,000	4	3% of the Total Contract Value up to \$80,000
At least \$4,000,000, but less than \$7,000,000	10	2% of the Total Contract Value up to \$105,000
\$7,000,000 or more	1 additional training slot for every additional \$500,000.00	1.5% of that Total Contract Value, with no dollar limit

Part V – Contracting and Compliance Forms



Housing Authority of New Orleans Section 3 Individual Verification Form

The following information will be used to verify your individual eligibility under the Section 3 regulations as set forth in 24 CFR Part 135.

A Section 3 resident seeking the preference in training and employment shall certify and submit evidence to demonstrate Section 3 eligibility.

I, _____, residing at _____
(print name) (address)
_____ have a family size of _____ and my total
(city, state, zip code)
annual income for the prior calendar year (20__) was \$ _____ as is evidenced by the attached documentation.

HANO Client Status (Check ONLY One of the Following)

- I live in Public Housing at _____ (insert development name)
- I am a Housing Choice Voucher recipient
- None of the above

Proof of income and residency is a requirement for an individual to become Section 3 certified.

Proof of residency (Check at least one and provide a copy with this form):

- Copy of current lease
- 2 Utility Bills for the past 2 months (Utility bills must be in the name as shown above)
- Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Section 3 Certification is living at their residence
- One of the acceptable proofs of income listed below
- Valid Federal or State ID

Proof of income (Check at least one and provide a copy with this form):

- Copy of receipt of public assistance
- Copy of Evidence of participation in a public assistance program
- Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
- Proof of Unemployed Status
- I Have Zero Income and did not receive any form of subsidy during the calendar year listed above

I have voluntarily provided the above information in conjunction with employment on a HANO related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

Signature _____ Date _____

Contact Phone: _____

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.
Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.



**Section 3 Individual Verification Form
(Part B)
SECTION 3 REQUIREMENTS**

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

Definitions:

Low-Income Person:

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

Very Low-Income Person:

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

New Hires:

Full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3 Resident:

- 1) A low or very low income resident of HANO housing site where the work is being done; or
- 2) A low or very low income resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
- 5)
 - a) A very low-income resident of Orleans Parish
 - b) A low-income resident of Orleans Parish

Statement of Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires in the following order of priority:

- Priority 1: A low or very low income resident of HANO housing site where the work is being done
- Priority 2: A low or very low income resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A HANO Housing Choice Voucher Participant
- Priority 5:
 - a) A very low-income resident of Orleans Parish
 - b) A low-income resident of Orleans Parish



Section 3 Individual Verification Form
(Part C)
ORLEANS PARISH, LOUISIANA
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2018

Orleans Parish Median Income: \$65,600

FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Very Low (50%) Income Limits</u>	23,000	26,250	29,550	32,800	35,450	38,050	40,700	43,300
<u>Low (30%) Income Limits</u>	13,800	16,460	20,780	25,100	29,420	33,740	38,060	42,380
<u>Low (80%) Income Limits</u>	36,750	42,000	47,250	52,500	56,700	60,900	65,100	69,300

Definition of Section 3 Resident:

- 1) A Low or Very Low-Income Resident of HANO housing site where the work is being done; or
- 2) A Low or Very Low-Income Resident of any HANO housing site; or
- 3) A participant in a HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
 - a) A very low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).
 - b) A low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).

*Source – HUD FY 2018 Income Limits Documentations System, <http://www.huduser.org/portal/datasets/il/12018/2018summary.odn>



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 EMPLOYMENT ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to the hiring of Section 3 residents will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor is unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category and anticipated timeline.

Lined area for writing the Employment Action Plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 TRAINING ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to pre-apprenticeship training, apprenticeship training, paid and unpaid internships of Section 3 residents will be met. Include in the description what types of internships, trainings, trades and the specific actions that will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor or subcontractors are unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category, internships, pre-apprenticeship trainings, apprenticeship trainings and anticipated timeline.

Lined area for writing the training action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

Lined area for writing the contracting action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



**HOUSING AUTHORITY OF NEW ORLEANS
CONTRACTING SCHEDULE**

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Section 3, DBE, and WBE firms not certified by HANO shall not be included on this schedule and shall not be counted towards the participation requirements. Duplicate form if additional space is needed.

ITEM #	DESCRIPTION OF WORK TO BE PERFORMED	NAME AND ADDRESS OF COMPANY TO BE USED TO PERFORM THE WORK	TYPE OF WORK TO BE PERFORMED			TOTAL ESTIMATED AMOUNT OF WORK TO BE PERFORMED		
			LABOR	MATERIALS	BOTH	SECTION 3	DBE	WBE
EXAMPLE	PAINTING	John Doe Resident-Owned Painter, Inc. New Orleans, LA			X	\$50,000		
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Summary:

- 1) Total Amount to be Awarded to Section 3 Business Concern: \$ _____ Percentage of Total Contract Amount _____%
- 2) Total Amount to be Awarded to DBE: \$ _____ Percentage of Total Contract Amount _____%
- 2) Total Amount to be Awarded to WBE: \$ _____ Percentage of Total Contract Amount _____%

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: _____ IFB# _____
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above. Copies of agreements including, but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the IFB, RFP, RFQ, or Purchase Order Number shall be forwarded to HANO at:

Housing Authority of New Orleans
4100 Touro Street
New Orleans, Louisiana 70122
Attn: Section 3/DBE/WBE Coordinator

Name of Subcontractor _____

Description of Work to Be Performed by Subcontractor _____

Contract Value (inclusive of change orders) \$ _____

Term of Contract (include start and end dates) _____

Subcontractor Status (Section 3, DBE, WBE) _____

By: _____
Prime Contract Signature

Printed or Typed Name

Title: _____

Date: _____

If a corporate seal is not affixed, this document must be notarized. Provide Letter of Intent on Company Letterhead.

Subscribed and sworn to _____ (Notary Public)
before me this _____ day of _____, 20____ (Seal)

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. _____

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that it:

- o Has prepared and submitted its bid/proposal to HANO with a full understanding of HANO's requirements with respect to employment, training, and contracting with Section 3 residents, Section 3 business concerns, Disadvantaged Business Enterprises (DBEs), and Women Business Enterprises (WBEs); and
o Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and
o The representations contained in the Section 3 Employment and Training Action Plan submitted with the bid/proposal are true and correct as of this date; and
o Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and
o Will not alter the level of employment, training, and contracting with Section 3 residents, Section 3 business concerns, DBEs, and WBEs identified in the Section 3 Employment and Training Schedule and in the Contracting Schedule without prior written notice to HANO; and
o Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and
o Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
o Will provide HANO with documentation in the format and timeframe requested by HANO, such as subcontractor certifications, employee income verifications, etc. to confirm eligibility of those employees, trainees, subcontractors claiming Section 3, DBE, and/or WBE status.

Bidder's/Offeror's Name _____

By: _____
Signature

Printed or Typed Name _____

Title: _____

Date: _____

If a corporate seal is not affixed, this document must be notarized.

Subscribed and sworn to (Notary Public)
before me this _____ day of _____, 20____
My Commission expires: _____
Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

Contractors Section 3 Employment and Training Compliance Report

Reporting Period: _____

To be submitted before 5:00 p.m. on the first business day of the month

Prime Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Craft/Trade	Total Number of New Hires	Tier 1 Resident s Hired	Tier 2 Resident s Hired	Tier 3 Resident s Hired	Tier 4 Resident s Hired	Tier 5 (a) Resident s Hired	Tier 5 (b) Resident s Hired	Total Number of Section 3 Resident s Hired*	Percentage of Section 3	Total Number of Section 3 Resident s in Apprenticeship Programs
Example: Laborer	6	2	1	0	0	3	0	6	100%	2

Name: _____ Title: _____

Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

Employer Paid Training Report

To be submitted before 5:00 p.m. on the first business day of the month

Company Name: _____ Position: _____

Type of Training: _____

TRAININGS CLIENT ATTENDED	TRAINING PROVIDER	TRAINING DATES	# OF TRAINING HOURS	TOTAL COST OF TRAINING & TRAINING MATERIALS
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Employer Name: _____ Date: _____

Title: _____

** You must attach Training agenda as well as proof that your organization paid for the training such as Receipt, Copy of Check, Purchase Order, etc.**



HOUSING AUTHORITY OF NEW ORLEANS

Section 3 Manhour Report

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____ 20_____

Identify all Employees Including Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form (if applicable).

Name Address, City/State Last 4 of Social Security#	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date	Total Number Man-hours

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: _____

Total Number of Manhours Worked by Section 3 Employees: _____

Total Percentage of Manhours Worked by Section 3 Employees: _____

Name: _____

Title: _____

Date: _____

****Attach Section 3 Resident Certification Forms for each new hire reported.**



HOUSING AUTHORITY OF NEW ORLEANS

Contracting Compliance Report

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

Current Contract Amount (Including Change Orders): \$ _____

Report for month of: _____ 20_____

List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.

ALL SECTION 3/DBE/WBE CONTRACTORS ARE REQUIRED TO LIST ALL SUBCONTRACTORS

Name of Subcontractor/Supplier	Indicate HANO Certification (DBE/WBE/ Section 3)	Scope of Work Performed	Total Subcontract Amount Including Change Orders	Amount Paid this Period	Amount Paid To Date	Balance Due

Total Amount Paid to Contractor by HANO:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to DBEs:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to WBEs:

This Period: \$ _____ To Date: \$ _____

Name: _____

Title: _____

Date: _____



Section 3 Employment and Training Assessment

This Assessment is designed to capture potential Section 3 Certified candidates' employment interest, work experience and training information. Information will be forwarded to employers based upon the skills required for the open positions. Applicants will be considered for positions without regard to race, color, religion, sex national origin, age or marital status.

Personal Information

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Alt. Telephone _____

Current Age _____ Date of Birth _____

Do you reside at a HANO affordable housing site? () YES () NO

If Yes, Which Site: _____ Name of Head of Household _____

Are you a HANO Housing Choice Voucher Participant () YES () NO

If Yes, Name of Head of Household _____

Do you reside at a federally supported housing unit? () YES () NO

Are you a HUD Youth Build Participant? () YES () NO

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College _____

College _____ List Degree _____ Year Completed _____

Name of last School Attend _____ City _____ State _____

Last Year Attended _____

Employment

1. Have you ever worked before? Yes _____ No _____

2. Are you currently working? Yes _____ No _____ Full Time _____ Part Time _____

3. Current Job Title _____ Hourly Rate _____

4. Have you ever completed an occupational skills training? If so, what, when and where.

5. Do you have an occupational skills credential/license? If so, what and expiration date.

6. Have you ever participated or completed work readiness training? If so, when.

7. Are there any problems or issues that may prevent you from working consistently? If so, explain.

8. What type of environment would you like to work in? ___Indoors ___Outdoors

9. What types of machinery/office equipment to you know how to operate?

Employment History

Name of Employer Address/ City/State	Dates of Employment Start/End	Job Title	Beginning Hourly Rate Ending Hourly Rate	Reason For Leaving

Transportation

1. Do you have a valid driver's license? Yes _____ No _____ State _____

2. Do you own a car or have access to reliable transportation to get to and from work?

Yes _____ No _____ If yes, make /model/year of car.

If no vehicle or license, what is your primary means of transportation? _____

References: DO NOT INCLUDE RELATIVES.

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Signature: _____ Date: _____

Print Name: _____

SKILLS ASSESSMENT

- I. Place an (X) on the area(s) in which you have skills and list the number of years of experience.

Trade	# Of Years Experience	Trade	# Of Years Experience
<i>Carpentry</i>		<i>Drywall</i>	
Form Carpentry		Painting	
Cement Forms Finisher		Drywall Hanger	
Rough Frame Carpentry		Drywall Finisher	
Finish Carpentry			
Finish Interior Carpenter		<i>Flooring</i>	
Finish Exterior		Carpet Installation	
Door Installation		Tile Setting	
Window Installation		Wood Flooring Installation	
<i>Machine Operation</i>		<i>Misc. Items</i>	
Forklift		Appliance Installation	
Boom/lift		Fencing	
Bob Cat		Landscaping	
Back Hoe		Plumbing	
Excavator		Plumbing Fixture Install	
Sweeper		Janitorial	
		HVAC	
<i>Electrical</i>		Security	
Electrical (wiring)		General Labor	
Electrical (Connection)		Other 1	
Electrical (Fixture Install)		Other 2	
		Other 3	
<i>Concrete / Masonry</i>		Other 4	
Cement			
Steel Setter			
Business	# Of Years Experience	List any Other Field	# Of Years Experience
Administrative Assistant			
Accountant			
Architect			
Engineer			
Social Service			
File Clerk			
Legal Aid Assistant			
Receptionist			
Mail Clerks			
Clerical Assistant			
Customer Service Rep			
Project Assistant			

I. Please place an (X) by the area(s) in which you are interested in training.

<input type="checkbox"/>	Carpentry	<input type="checkbox"/>	Electrical	<input type="checkbox"/>	Painting
<input type="checkbox"/>	Carpet Installation	<input type="checkbox"/>	Cement / Masonry	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	Drywall	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	Plumbing
<input type="checkbox"/>	Tile Setting	<input type="checkbox"/>	Wood Flooring installation	<input type="checkbox"/>	Iron Work
<input type="checkbox"/>	Machine Operation	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	Appliance Installation
<input type="checkbox"/>	Bricklaying	<input type="checkbox"/>	Janitorial	<input type="checkbox"/>	General labor
<input type="checkbox"/>	Security	<input type="checkbox"/>	Window Installation	<input type="checkbox"/>	Door Installation
<input type="checkbox"/>	Fixtures Installation	<input type="checkbox"/>	Other	<input type="checkbox"/>	

<input type="checkbox"/>	HAZMAT	<input type="checkbox"/>	LIST OTHERS	<input type="checkbox"/>	
<input type="checkbox"/>	HAZWOPER	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Truck Driving	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	OSHA	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Pipe laying	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Green Construction	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

II. Comments

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

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 or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder 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 bidding, 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 or affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that any other bidder, or to secure any advantage against the Housing Authority of New Orleans or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Offeror is 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 _____, 20_____.

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
 AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

STATEMENT OF BIDDER'S QUALIFICATIONS

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 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:
-------------------------	----------------------------	--------------



**Designation of Construction Contractor
as Agent of a Governmental Entity
Sales Tax Exemption Certificate**

HOUSING AUTHORITY OF NEW ORLEANS

_____, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project RETURN AIR DUCT/GRILLE CORRECTIVE AND REPLACEMENT WORK...	Contract Number 18-912-40
--	-------------------------------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator GREGG FORTNER, EXECUTIVE DIRECTOR			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity HOUSING AUTHORITY OF NEW ORLEANS			Name of Contractor		
Address 4100 TOURO STREET			Address		
City NEW ORLEANS	State LA	ZIP 70122	City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

SAMPLE

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

**REPRESENTATIONS AND WARRANTIES
as to
SALES TAX ON APPLICABLE MATERIALS AND EQUIPMENT**

Contract #: _____

WHEREAS, pursuant to the provisions of R.S. 47:301(8)(c) and due to the status of the Housing Authority of New Orleans as an agency or instrumentality of the State of Louisiana with exemption from payment of state and local sales or use taxes; and

WHEREAS, the parties hereto agree and commit themselves to interpret all agreements between them according to the laws of the State of Louisiana; and

WHEREAS, the parties hereto desire to enter into an agreement to allow the Owner to convey to its contractors, subcontractors, vendors, and suppliers its status as exempt from Louisiana state sales or use taxes, and local sales and use taxes as to transactions arising from a Contract for the construction of the Owner's facilities which is the object of this Agreement;

NOW, THEREFORE, for the purpose of creating the requisite agency relationship with the Owner, the Contractor hereby makes the following representations and warranties which are a material part of this Contract and shall be binding as a part of any Contract resulting;

Contractor's Representations and Warranties

A. Contractor hereby acknowledges receipt of a Form R-1020 of the Louisiana State Department of Revenue, and represents and warrants that the Contractor has completed the Contractors portion thereof, and submitted the Form so completed as a required prior to contract execution. By doing so, the Contractor hereby agrees to and accepts appointment as Owner's agent for the limited purpose of purchasing applicable materials and equipment to be installed or affixed to Owner's facilities built by the Contractor.

B. Contractor represents and warrants that all purchases of "applicable materials and equipment," defined for all purposes, whether in this contract and notwithstanding any language therein to the contrary, as materials and equipment which are affixed and made a part of the real estate of the project or work, or which are permanently incorporated into the project or work, shall be made in compliance with this agreement, and that the contractor shall not pay any State of Louisiana sales or use taxes nor any sales or use taxes imposed by any other taxing authority located in Louisiana.

C. Contractor represents and warrants that the Contractor will comply with all requirements for sales tax exemption imposed by a local taxing authority, which compliance shall specifically include without limitation completing all forms, submitting all documents of organization and/or qualification to conduct business, obtaining all occupational licenses or other qualifications and/or arranging for invoicing direct to owner.

D. Contractor represents and warrants that any tax exemption obtained under this agreement shall be used only for the purchase of applicable materials and equipment for the construction of the Owner's facilities that are the object of the contract herein contemplated, and further, that the Contractor shall require any subcontractors to be bound by the same representation and warranty.

E. Contractor represents and warrants that in the event the Contractor's employees, agents, subcontractors or any other entity making purchases on Contractor's behalf shall abuse the tax exemption herein contemplated whether by omission (example: failure to comply with statutes and regulations) or commission (example: purchases not for use in Owner's work), then the Contractor shall indemnify and hold harmless the Owner from all consequences resulting from such omissions or commissions during the term of the construction of Owner's facilities and that this indemnification shall survive the term of the Contract herein contemplated.

F. Contractor represents and warrants that the responsibility for compliance with applicable procedures and laws and record keeping required by law or by Owner lies with the Contractor, and that the Contractor accepts and agrees to this duty.

IN WITNESS WHEREOF

Contractor now signs below:

Contractor:

Date: _____

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [See Supplemental Conditions] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____. [See Supplemental Conditions] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

SUPPLEMENTAL CONDITIONS

The following supplements/modify the "General Conditions for Small Construction/Development Contracts" form HUD-5370-EZ.

CONTRACT PERIOD

The Contractor shall complete all work under this contract within **One Hundred Fifty (150)** calendar days upon issuance of the Notice to Proceed.

LIQUIDATED DAMAGES

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of **\$159.00** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

CLAUSE 6 - INSURANCE

Add the following sentence to (a):

Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

Add the following subparagraph to (1):

WORKER'S COMPENSATION/EMPLOYERS LIABILITY

Statutory Benefits for State of Hire
Employer's Liability - \$500,000
Alternate Employer Endorsement, OCS Endorsement
Voluntary Compensation Endorsement

Add the following to subparagraph (2):

COMMERCIAL GENERAL LIABILITY/AUTO LIABILITY

Bodily Injury and Property Damage limits of \$500,000 (Combined Single Limit)
Uninsured Motorist \$500,000

Medical Payments \$5,000
Thirty (30) Days Written Notice of Cancellation Coverage
Include owned, non-owned and hired vehicles

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage limits of \$500,000 (Combined Single Limit)
Products/Completed Operations limits of \$500,000 per occurrence
General Aggregate limit of \$1,000,000
Personal and Advertising Limits of \$500,000 Aggregate
Fire Legal Liability \$100,000
Medical Payments of \$5,000 per person
CGL coverage must include the following:
Premises/Operations
Independent Contractors
Blanket Contractual covering all indemnities set forth in the agreement
Broad Form Property Damage

The Contractor shall furnish or have his insurer furnish a Certificate of Certificates or insurance evidencing such coverage and providing that The Housing Authority of New Orleans and its subsidiaries shall be given thirty (30) days advance written notice of any material changes in or cancellation of said policies.

CLAUSE 8 - CHANGES

1. Add the following subparagraph to (f)(2):
 - (i) Indirect costs shall not exceed eight-percent (8%) of the Direct Costs.
2. Add the following subparagraph to (f)(3):
 - (ii) Profit on changes shall not exceed six-percent (6%) of Direct Costs.

Upon award a contract, the Contractor shall provide a copy of its Taxpayer Number and Certification (W-9) at a time and date specified by the Owner.

CLAUSE 14 – LABOR STANDARDS – DAVIS BACON AND RELATED ACTS

1. Add new subparagraph to (2):
 - (v) Payroll Reports submitted with “1099” in lieu of deductions must be accompanied by the proper documentation of the worker’s status as Independent Contractor, including, but not limited to: copy of the Independent Contractor’s business license, copy of written agreement between Independent Contractor and primary contractor, evidence of worker’s compensation insurance and all other applicable insurances. Issues may be referred to the LA Workforce Commission (<http://www.laworks.net>) and/or Department of Labor to ensure proper classification of workers.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor and the Owner shall use the latest data available from the National Weather Service, as of the date of release of the Request for Quotes, from which to assess typical weather conditions for New Orleans. The contractor shall anticipate the typical weather as specified by the National Weather Service data for schedule and work planning for this contract. The Owner will only consider requests for additional contract time related to severe or unusual weather when

the Contractor can clearly document (i) weather conditions more severe than typical weather for New Orleans as specified and supported by National Weather Service data, (ii) the unusually severe weather, in fact, prevented the Contractor from performing scheduled work, and (iii) work not able to be performed was work in the critical path of the approved construction progress schedule.

INVOICING

Invoices shall be submitted to the Finance Department with a copy to Modernization and Development Department. The invoice shall provide an invoice number, service dates, description of services provided and purchase order number. Invoices shall be submitted on the contractor's own invoice.

PAYMENTS

- (a) Applications for payment shall be made using the form HUD-51000 series of forms. Applications for payment shall be include, but not be limited to, the following.

- (1) Contractor Invoice
- (2) Contractor Payment Certification
- (3) HUD-51000 Schedule of Amounts for Contract Payments
- (4) HUD-51001 Periodic Estimate for Partial Payment
- (5) HUD-51002 Schedule of Change Orders
- (6) HUD-51003 Schedule of Materials Stored
- (7) HUD-51004 Summary of Materials Stored
- (8) Contractor Partial Waiver and Release of Lien
- (9) Subcontractor/ Supplier List
- (10) Subcontractor Partial Waiver and Release of Lien
- (11) Project Schedule
- (12) Davis Bacon Payroll Reports
- (13) ETC forms as required for payment

Failure to submit these documents will result in the invoice being returned to the Contractor for completion with no penalty to the Owner.

- (b) Contractor shall make payments to its subcontractors, and suppliers within thirty (30) days following contractor's receipt of each owner payment, unless otherwise agreed to in writing. Further, whenever a subcontractor receives payment from the contractor, the subcontractor shall promptly pay such monies receive to each sub-subcontractor and supplier in proportion to the work completed. If for any reason the contractor receives less than the full payment from the owner, then the contractor shall be obligated to disperse only the funds received on a prorated basis with the contractor, subcontractors, and suppliers.
- (c) The Contractor shall not pay any state or local sales taxes, or state or local use taxes on materials and equipment which are affixed and made a part of the real estate of the project or work or which is permanently incorporated into the project or work (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of the ("Owner"), a tax exempt agency of the State of Louisiana.

No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session-Louisiana Revised Statute 47:308(8)(c). Owner has herein furnished contractor a certificate on a form R-1020 supplied by the Louisiana Department of Revenue and Taxation which shall certify that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificates to all vendors or suppliers of the applicable materials and equipment. Owner agrees to cooperate with and assist Contractor, upon written request of the Contractor, in obtaining all necessary local certifications.

Provided the Contractor has complied with all provisions of the Contract, the Owner agrees to indemnify contractor against the payment of any state or local sales taxes which are required to be paid regarding the work or the project or any materials or equipment supplied or purchased by the contractor for the work under the contract.

- (d) 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.**
- (e) The Contractor shall file the Form of Contract (Agreement between the Housing Authority of New Orleans and Contractor) and Payment and Performance Bond in Orleans Parish at the Office of the Recorder of Mortgages and shall provide written documentation of the contract recordation within 30 days of commencement of the work to be done and prior to the submission of the first payment application. The Contractor shall not receive any portion of the first payment application until the above requirement is satisfied.
- (f) The Contractor shall file each change order with the Orleans Parish at the Office of the Recorder of Mortgages which adds an amount of ten percent or more of the original contract amount and which additional amount is at least ten thousand dollars, or all change orders to a contract aggregating to an amount of twenty percent or more of the original contract amount and which additional amount is at least ten thousand dollars.
- (g) The Contractor shall file the Certificate of Substantial completion in Orleans Parish at the Office of the Recorder of Mortgages and shall provide a clear Lien and Privilege Certificate as a prerequisite to final payment.

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

The successful Offeror shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of New Orleans. In addition, the Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Offerors 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.

INDEMNIFICATION

The successful Offeror 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 Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Offeror 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 Offeror of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFQ will survive the expiration or termination of that contract.

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

Assessment materials generated as a result of performing the Scope of Work contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of the Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, form HUD 5370-EZ, Clause 5, Termination for Convenience.

ETHICS POLICY

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

RESPONDENT STATUS

The successful Offeror will be held to be an independent Contractor, and not an employee of HANO.

ASSIGNMENT

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

ADVERTISING

The successful Offeror shall not be permitted to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO provides express written approval prior to such advertising.

MEDIA RELATIONS

The successful Offeror 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 Executive Director and to the Director of Communications.

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided for in La. R.S. 44:1 et. Seq., and will be made available upon request to the General Counsel, and as provided in that statute. A copy documentation charge may be assessed in an amount determined by HANO's Legal Department.

DRUG FREE WORKPLACE

The Offeror must comply with the federal requirements of the Drug Free Workplace Act including mandatory drug screening for applicants and employees, and drug treatment opportunities as needed.

END OF SECTION

General Decision Number: LA180001 10/05/2018 LA1

Superseded General Decision Number: LA20170001

State: Louisiana

Construction Type: Residential

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018
2	02/09/2018
3	09/07/2018
4	10/05/2018

ELEC0130-003 12/01/2017

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (Southern Portion), and TERREBONNE PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 30.49	11.60

ELEC0194-002 09/03/2018

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms		

and security systems).....\$ 28.25 11.85

ELEC0446-002 09/01/2018

OUACHITA PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 17.90 1%+11.67

* ELEC0576-003 09/01/2018

RAPIDES PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 25.10 4.25%+7.65

* ELEC0861-002 09/01/2018

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (Northern Portion) PARISHES

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 27.78 13.25

ELEC0995-003 12/04/2017

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 25.35 10.98

ELEC1077-006 12/01/2017

ST. TAMMANY PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 24.26 3%+8.52

PLUM0060-005 12/04/2017

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 29.25 11.94

PLUM0106-003 06/01/2014

ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, and ST. MARTIN
(Western Portion) PARISHES

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 25.90 13.65

PLUM0141-003 08/01/2016

BOSSIER, CADDO, and WEBSTER PARISHES

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 26.72 12.73

PLUM0198-002 01/01/2016

ASCENSION, EAST BATON ROUGE, LIVINGSTON , ST. JAMES
(Northwestern Portion), ST. MARTIN (Eastern Portion), AND WEST
BATON ROUGE PARISHES

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 29.38 11.40

PLUM0247-004 05/01/2017

RAPIDES PARISH

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 26.00 3.25%+11.54

PLUM0659-004 07/01/2015

OUACHITA PARISH

Rates Fringes

PLUMBER (including HVAC pipe)....\$ 26.33 8.97

SHEE0214-003 07/01/2009

Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St.
Charles, St. James, St. John the Baptist, St. Tammany, and
Terrebonne Parishes

Rates Fringes

SHEET METAL WORKER (includes
HVAC Duct).....\$ 24.54 9.65

SHEE0214-005 02/01/2009

Acadia, Ascension, Calcasieu, East Baton Rouge, Lafayette,
Livingston, St. Landry, St. Martin, and West Baton Rouge
Parishes

	Rates	Fringes
SHEET METAL WORKER (includes HVAC Duct).....	\$ 24.37	9.205

SHEE0361-004 07/01/2012		

BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES

	Rates	Fringes
Sheet Metal Worker (including HVAC duct).....	\$ 26.09	10.22+3%

SULA2004-012 06/15/2004		

	Rates	Fringes
CARPENTER (including drywall hanging, metal stud installation, and formbuilding/formsetting).....	\$ 11.78	0.00
Laborer, common.....	\$ 8.01	0.00
PAINTER		
Brush, Roller, and Spray....	\$ 11.38	.83
Drywall Finishing.....	\$ 12.71	.78
Power Equipment Operator		
Crane.....	\$ 13.00	0.00
ROOFER.....	\$ 10.11	2.01

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

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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 www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

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END OF GENERAL DECISION

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
RETURN AIR DUCT AND GRILLE CORRECTIVE AND REPLACEMENT WORK
AT THE FLORIDA HOUSING DEVELOPMENT**

REQUEST FOR QUOTES #18-912-40

INTRODUCTION

The original contractor installed 16-inch round flex return-air ductwork in lieu of the specified rectangular metal ductwork at the air-handler units in the attics in the residential units at the Florida Redevelopment project. Additionally, the original contractor installed 16"x20" return air grilles in lieu of the specified grille sizes. HANO is requesting a proposal to provide all material, labor, equipment, etc. as required to provide selective demolition to remove the designated existing return-air ductwork and grilles; and install new return-air ductwork and grilles as specified in the original Construction Documents, and as modified herein.

All Bidders must attend a Mandatory Pre-Bid Conference followed by a Mandatory Site Visit as noted in the Project Manual.

Access to the building(s) shall commence at the time designated in the Request for Quotes. HANO personnel will remain at the project site only as long as there are prospective respondents on site. Prospective bidders are encouraged to be on site at the designated time for the commencement of the site visit. Access to the buildings will not be guaranteed once HANO personnel leave the site. Additional visits will not be permitted, as these units are occupied.

SCOPE OF WORK

1. This Scope of Work applies only to the buildings as specified herein. Contractor shall assume that all units are occupied and Contractor shall take all measures necessary to protect the contents of the buildings and to mitigate any inconvenience to the residents.
2. Contractor parking shall be limited to legal street parking. Contractor vehicles that block drives will be subject to being towed at the expense of the Contractor.
3. Contractor shall coordinate all selective demolition and construction activities with the Property Manager. Property Management shall be notified a minimum of three (3) business days prior to beginning any work in any unit. Contact information:

Ms. Maranda Scott
2519 Independence Street
(504) 915-4832

4. All materials shall be new, and in accordance with the Project Drawings and Specifications. All Work shall be performed in accordance with the Project Specifications noted in Exhibit B, and C, and in the Drawings (**Exhibit D**)
5. Upon issuance of the Notice to Proceed, Contractor shall schedule a site visit to each residential unit with Project Management so that all necessary measurements for ordering and/or fabricating materials may be determined. As the residential units are occupied, only one site visit will be allowed per residential unit for this purpose. Failure to take proper measurements will not be cause for an increase to the Contract Price and/or Time.

6. No work shall begin until all materials are available and ready for installation in any given unit.
7. Contractor shall protect existing finishes as necessary to prevent damage to floors, walls and ceilings and other building components prior to beginning any selective demolition of existing ductwork and grilles. Should the selective demolition and new installation work take more than one (1) day in an individual unit, protective measures shall be removed at the close of the work day to the extent possible as to not encumber the use of the unit by the resident(s).
8. Contractor shall perform selective demolition, which includes the removal of the existing return-air ductwork and grilles. Demolished materials shall be removed from the building the same day that they are removed from the attic. Demolished materials shall not be left in the attics nor stored on site except in approved dumpsters. Note: HANO has no interest in retaining any salvageable materials. (Note: Should the Contractor choose to salvage any materials, they shall not be sold on-site.)
9. Contractor shall coordinate the location of any dumpsters with Property Management. Contractor shall police its dumpsters and HANO assumes no responsibility for the misuse of these dumpsters by anyone.
10. Contractor shall leave the residential unit in a broom-swept condition at the end of each workday. Contractor shall perform a thorough "powder puff" cleaning at each unit upon completion of the work. Final cleanup work shall be performed by a professional cleaning service.
11. Should the selective demolition extend beyond one (1) day, Contractor shall immediately notify Property Management prior to 2:00 P.M. Contractor shall take all measurements to remove any potentially dangerous conditions and other elements that might cause a material inconvenience to the residents. All such measures shall be part of the contract Lump Sum price?
12. Contractor shall make its best effort to avoid damage to the existing drywall finish. Any required remedial work to the drywall and finish paint shall be by the Contractor.
13. Contractor shall be responsible for any and all damages to the building components and/or contents.
14. Contractor shall install new metal return-air duct to match the dimensions of the air handler unit, but not less than the dimensions specified in the Drawings. New return-air ductwork shall be in accordance with the original Project Specifications and Drawings except as modified herein. This includes, but is not necessarily limited to the following:
 - a. All ductwork shall be constructed in accordance with the most current version of SMACNA Standards, including gauge of metal and reinforcement requirements.
 - b. Duct connections to equipment shall be made with fire and mildew resistant flexible connections of canvas or other acceptable materials.
 - c. New ductwork shall be supported in accordance with SMACNA standards.
 - d. New ductwork shall be insulated in accordance with the Project Specifications.
 - e. To the extent possible, prefabricate all ductwork in an effort to minimize the time required for the installations.

- f. Refer to the Project Specifications for additional requirements.
 - g. Contractor shall provide product data submittals for ducts and grilles to HANO prior to fabrication of the ductwork. Allow a minimum of two (2) weeks for review by HANO.
15. Contractor shall rework existing wood framing as necessary to accommodate the new ceiling mounted grilles. Contractor shall install new return-air grilles sized to match the orientation of the existing grille and ceiling framing. Grille size shall be such that the airflow is no less than that provided by the specified grille sizes.
16. Contractor shall perform all drywall remedial work made necessary by the installation of the ductwork and grilles. Visible patches shall receive one primer coat and one finish coat of paint. Contractor shall apply one (1) finish coat of paint, color to match the existing color, from corner to corner in the affected area(s).
17. Schedule. Contractor shall provide a schedule for the Work at the Pre-construction Conference. The schedule shall include the following at a minimum:
- a. Contract Start Date
 - b. Contract Completion Date
 - c. Selective Demolition, HVAC and Cleanup Work as individual tasks per building.
 - d. Schedule shall include the timeframes for notifying residents of a minimum three (3) business days. (Failure to properly notify residents in a timely fashion shall not be cause to add calendar days to the Contract Time of Completion.
18. Upon completion of the installation of the new ductwork and grilles, Contractor shall perform a thorough inspection of all aspects of the HVAC systems in all units, including the integrity of the condensate drains, to ensure that the systems are functioning properly. This review shall apply to all the HVAC systems, including those that did not receive ductwork replacement. The Base Bid shall include adding up to one pound of refrigerant to the system. Should additional refrigerate be required, the additional refrigerant will be paid for on a unit price basis. (Refer to Unit Prices below). Should any problems be noted with any of the HVAC systems that exceeds the Scope of Work, Contractor shall submit a written proposal for the corrective work to HANO for review and approval prior to performing any additional work.

THE CONTRACTOR SHALL NOT RECEIVE PAYMENT FOR ANY ADDITIONAL WORK PERFORMED WITHOUT PRIOR WRITTEN APPROVAL FROM HANO.

UNIT PRICE

Certain portions of the Work will be paid for based on the Unit Price provided by the Contractor. The unit price item is listed on the Louisiana Public Work Unit Price Form, located in the Project Manual. This is an estimated quantity.

Contractor shall use the estimated quantity in determining the Bid Amount for the unit price item, and shall include this amount in their **TOTAL BASE BID**. Payment will be made based on actual quantities, as verified by HANO. Contractor shall provide sufficient backup documentation supporting a request for payment.

The method(s) for verifying quantities will be determined at the Pre-Construction Conference.

ATTACHMENTS

Exhibit A:

SITE PLAN

EXHIBIT B: PROJECT SPECIFICATIONS – PEREZ, #01-11-1037-01

THE FOLLOWING PROJECT SPECIFICATIONS ARE PART OF THE SCOPE OF WORK:

- DIVISION 06 – WOOD AND PLASTICS
- DIVISION 09 – FINISHES
- DIVISION 23 - HVAC

Section 230500, GENERAL MECHANICAL
Section 230501, BASIC MECHANICAL MATERIALS AND METHODS
Section 233100, DUCTWORK, from the original Project Manual.
Section 237400, AIR OUTLETS AND INLETS

EXHIBIT C:

LIST OF AIR-HANDLING UNITS (AHU)

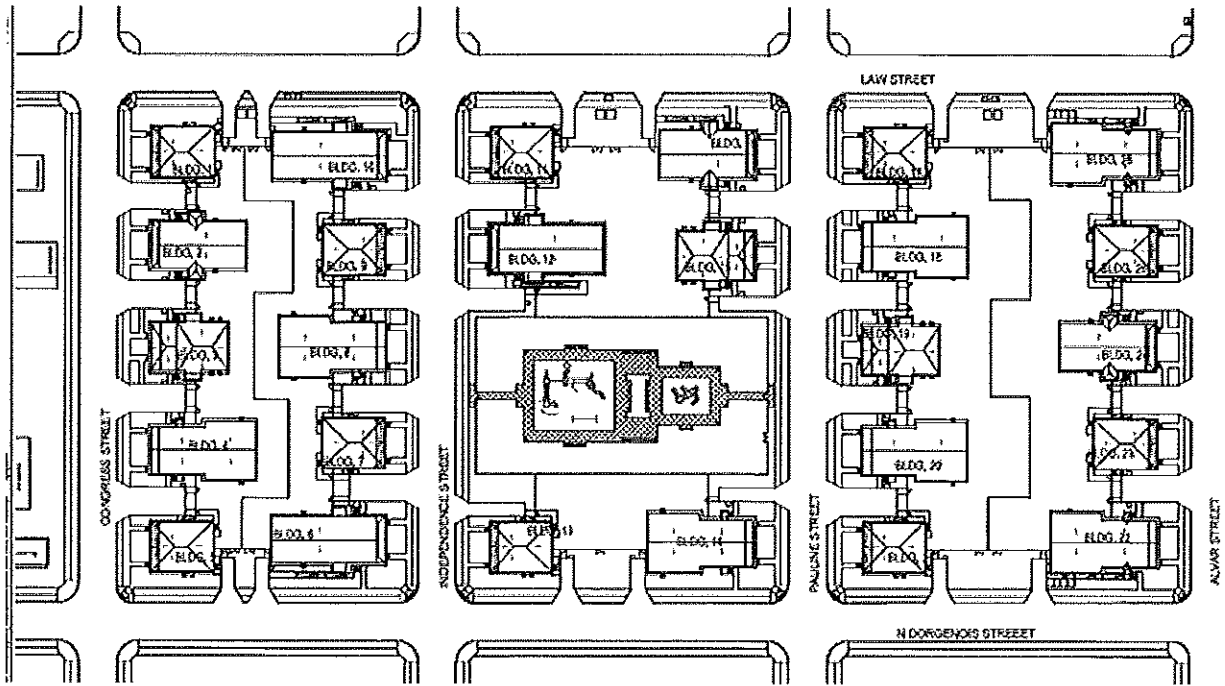
EXHIBIT D: DRAWINGS

THE FOLLOWING MECHANICAL DRAWINGS SHEETS ARE PART OF THE SCOPE OF WORK:

M1.00 - MECHANICAL AND PLUMBING SHEET
M1.01 - MECHANICAL FLOOR PLAN
M1.02 - MECHANICAL FLOOR PLAN
M1.03 - MECHANICAL FLOOR PLAN
M1.04 - MECHANICAL FLOOR PLAN
M2.01 - MECHANICAL DETAILS
M2.02 - MECHANICAL DETAILS AND SCHEDULES
M3.01 - MECHANICAL DETAILS
M3.02 - MECHANICAL DETAILS

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EXHIBIT A



FLORIDA REDEVELOPMENT SITE PLAN (No Scale)

EXHIBIT B

Housing Authority of New Orleans
Florida Ave. Housing Development
New Orleans, Louisiana

PEREZ # 01-11-1037-01

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Framing with engineered wood products.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Wood blocking, cants, and nailers.
 - 5. Wood furring and grounds.
 - 6. Plywood backing panels.

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
 - 1. Include data for wood-preservative and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.
- C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Engineered wood products.
 - 4. Power-driven fasteners.
 - 5. Powder-actuated fasteners.
 - 6. Expansion anchors.
 - 7. Metal framing anchors.

1.3 QUALITY ASSURANCE

ROUGH CARPENTRY

061000 - 1

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply

with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":

1. Dimension lumber framing.
2. Laminated-veneer lumber.
3. Prefabricated wood I-joists.
4. Rim boards.
5. Miscellaneous lumber.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and

containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all rough carpentry, unless otherwise indicated.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWWA C20 (lumber) and AWWA C27 (plywood).
 - 1. Use Exterior type for exterior locations and where indicated.
 - 2. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.
 - 3. Use Interior Type A; unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Application: Treat all rough carpentry, unless otherwise indicated:
 - 1. Framing for raised platforms.
 - 2. Concealed blocking.
 - 3. Framing for non-load-bearing partitions.
 - 4. Framing for non-load-bearing exterior walls.
 - 5. Roof construction.
 - 6. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent.
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of the following species:
 - 1. Mixed Southern pine; SPIB

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
 2. Nailers.
 3. Rooftop equipment bases and support curbs.
 4. Cants.
 5. Furring.
 6. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of the following species:
1. Mixed Southern pine: SPIB
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
1. Mixed southern pine, No. 2 grade; SPIB.

2.6 PLYWOOD BACKING PANELS

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

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Power-Driven Fasteners: NES NER-272.
- C. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

2.8 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpine Engineering Products, Inc.
2. Cleveland Steel Specialty Co.
3. Harlen Metal Products, Inc.
4. KC Metals Products, Inc.
5. Simpson Strong-Tie Co., Inc.
6. Southeastern Metals Manufacturing Co., Inc.
7. USP Structural Connectors

- C. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings comparable products by one of the following:
- D. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.9 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Basis-of-Design Products: Subject to compliance with requirements, provided indicated on Drawings comparable products by one of the following:
1. Alpine Engineering Products, Inc.
 2. Cleveland Steel Specialty Co.
 3. Harlen Metal Products, Inc.
 4. KC Metals Products, Inc.
 5. Simpson Strong-Tie Co., Inc.
 6. Southeastern Metals Manufacturing Co., Inc.
 7. USP Structural Connectors

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame
ROUGH CARPENTRY

Construction," unless otherwise indicated.

- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 - 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 - 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
 - 6. Table R602.3 (1), "Fastener Schedule for Structural Members," and Table R602.3 (2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution in compliance with EPA-registered product label.

END OF SECTION 061000

SECTION 092900 - GYPSUM BOARD

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. Section Includes:

- 1. Interior gypsum board.
- 2. Tile backing panels.

- B. Related Requirements:

- 1. Section 093000 "Tiling" for cementitious backer units installed as substrates for ceramic tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Samples: For the following products:

- 1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.4 QUALITY ASSURANCE

- A. Mockups: Before beginning gypsum board installation, install mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.

- 1. Install mockups for the following:

- a. Each level of gypsum board finish indicated for use in exposed locations.
- 2. Apply or install final decoration indicated, including painting, on exposed surfaces for review of mockups.
- 3. Simulate finished lighting conditions for review of mockups.
- 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Regional Materials: Gypsum panel products shall be manufactured within 500 miles (800 km) of Project site.
- B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. American Gypsum.
 - 2. CertainTeed Corp.
 - 3. Georgia-Pacific Gypsum LLC.

4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

B. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered.

C. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Core: 5/8 inch (15.9 mm), Type X.
2. Long Edges: Tapered.
3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

D. Gypsum Shaftliner Board, Moisture- and Mold-Resistant Type X: ASTM C 1396/C 1396M; manufacturer's proprietary fire-resistive liner panels with moisture- and mold-resistant core and surfaces.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; ProRoc Moisture and Mold Resistant Shaftliner.
 - b. Georgia-Pacific Gypsum LLC, Subsidiary of Georgia Pacific; Dens-Glass Ultra Shaftliner.
 - c. Lafarge North America, Inc.; Firecheck Moldcheck Type X Shaftliner.
 - d. National Gypsum Company; Gold Bond Brand Fire-Shield Shaftliner XP.
 - e. PABCO Gypsum; Pabcore Mold Curb Shaftliner Type X.
 - f. Temple-Inland Inc.; Fire-Rated SilentGuard TS Mold-Resistant Gypsum Shaftliner System.
 - g. USG Corporation; Sheetrock Brand Mold Tough Gypsum Liner Panel.
2. Thickness: 1 inch (25.4 mm).
3. Long Edges: Double bevel.
4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 NON-LOAD-BEARING STEEL FRAMING

- A. Steel Framing Members: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
- B. Provide shapes and sizes indicated in the drawings and per UL assembly requirements.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
 2. Shapes:

- a. Cornerbead.

2.6 RATED 1 INCH GYPSUM BOARD ASSEMBLY AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with manufacturer's written recommendations.
- B. Trim Accessories: Cornerbead, edge trim, and control joints of material and shapes as required that comply with gypsum board shaft wall assembly manufacturer's written recommendations for application indicated and meet the requirements of the UL assembly.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
- D. Track Fasteners: Power-driven fasteners of size and material required to withstand loading conditions imposed on 1 inch gypsum board (shaft) wall assemblies without exceeding allowable design stress of track, fasteners, or structural substrates in which anchors are embedded.

2.7 JOINT TREATMENT MATERIALS

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

2.8 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
 2. Recycled Content of Blankets: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 20 percent.
- D. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Accumetric LLC: BOSS 824 Acoustical Sound Sealant.
 - b. Grabber Construction Products; Acoustical Sealant GSC.
 - c. Pecora Corporation; AC-20 FTR or AIS-919.
 - d. Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.
 - e. USG Corporation: SHEETROCK Acoustical Sealant.
 2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- E. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- F. Vapor Retarder: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
 - 1. Where the gypsum board is in a fire rated assembly; install gypsum panels per the requirements of the rated assembly.
- H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: **Vertical surfaces and horizontal surfaces unless otherwise indicated.**
 - 2. Moisture- and Mold-Resistant Type: In kitchen, bath and toilet rooms and as indicated on Drawings.
 - a. Where tile is to be installed use cementitious backer units as specified in the "Tiling" section.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels **horizontally (perpendicular to framing)** unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.

4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: **Fasten base layers and face layers separately to supports with screws.**

3.4 ONE INCH GYPSUM BOARD RATED WALL INSTALLATION

- A. General: Install one inch gypsum board shaft wall assemblies to comply with requirements of fire-resistance-rated assemblies indicated, manufacturer's written installation instructions, and ASTM C 754 other than stud-spacing requirements.
- B. Install supplementary framing in gypsum board shaft wall assemblies around openings and as required for blocking, bracing, and support of gravity and pullout loads of fixtures, equipment, services, heavy trim, furnishings, wall-mounted door stops, and similar items that cannot be supported directly by shaft wall assembly framing.
- C. Penetrations: At penetrations in shaft wall, maintain fire-resistance rating of shaft wall assembly by installing supplementary steel framing around perimeter of penetration and fire protection behind boxes containing wiring devices, elevator call buttons, elevator floor indicators, and similar items.
- D. Isolate perimeter of gypsum panels from building structure to prevent cracking of panels, while maintaining continuity of fire-rated construction.

3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect unless locations are indicated on Drawings.
- C. Interior Trim: Install in the following locations:
 1. Cornerbead: Use at outside corners unless otherwise indicated.

3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated, with light orange peel texture.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099123 - INTERIOR PAINTING

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. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Wood.
 - 2. Gypsum board.
- B. Related Requirements:
 - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this Section.
 - 2. Section 099600 "High-Performance Coatings" for high-performance and special-use coatings.
 - 3. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.
 - 4. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.

1.3 DEFINITIONS

- A. Gloss Level 1 (Flat): Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3 (Eggshell): 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4 (Satin): 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5 (Eggshell): 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Qualifications: For testing and inspecting agency; to comply with MPI standards.

- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- E. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Behr Process Corporation.
 - 2. Benjamin Moore & Co.
 - 3. Cloverdale Paint.
 - 4. ICI Paints.
 - 5. PPG Architectural Finishes, Inc.
 - 6. Pratt & Lambert.
 - 7. Sherwin-Williams Company (The).
 - 8. Zinsser.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Primers, Sealers, and Undercoaters: 200 g/L.
 - 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - 5. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - 6. Pretreatment Wash Primers: 420 g/L.
 - 7. Floor Coatings: 100 g/L.
 - 8. Shellacs, Clear: 730 g/L.
 - 9. Shellacs, Pigmented: 550 g/L.

- D. Colors: As selected by Architect from manufacturer's full range.
- 2.3 BLOCK FILLERS
- A. Block Filler, Latex, Interior/Exterior: MPI #4.
- 2.4 PRIMERS/SEALERS
- A. Primer sealer, latex, interior, MPI #50.
 - B. Primer, Latex, for Interior Wood: MPI #39.
 - C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.
- 2.5 METAL PRIMERS
- A. Primer, Alkyd, Anti-Corrosive, for Metal: MPI #79.
 - B. Primer, Galvanized, Water Based: MPI #134.
- 2.6 WATER-BASED PAINTS
- A. Latex, Interior, (Gloss Level 3): MPI #52.
 - B. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54.
- 2.7 SOURCE QUALITY CONTROL
- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
 - 1. At Owner's request, Contractor will engage the services of a qualified testing agency to sample coating materials. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.
 - 4. Cost of testing to be included in base bid and will be submitted to the Owner as a credit if not invoked.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Wood: 15 percent.
 - 3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
 - 1. Each coat is to be applied at the rate (mil thickness) specified in the manufacturer's written instructions and recommendations in "MPI Manual".
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer **but not less than the following:**
 - 1. SSPC-SP 2, "Hand Tool Cleaning."

F. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged-items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Wood Substrates: Including wood trim.

1. Latex System:

SECTION 230500 - GENERAL MECHANICAL

PART 1 - GENERAL CONDITIONS

1.1 WORK INCLUDED

- A. The general conditions of the general specifications are made a part of these specifications and apply the same as if attached hereto. The contractor should, before bidding, read and thoroughly understand all general conditions, priority and scheduling.

1.2 SCOPE OF WORK

- A. This section calls for the furnishing of labor, materials, equipment, and all the services, and of performing all operations required for the complete mechanical systems as hereinafter specified and/or shown on the accompanying drawings.

1.3 GENERAL REQUIREMENTS

- A. Contractor shall install his work to meet the existing conditions as found at buildings and property, and to accommodate work of other trades. This contractor shall be responsible for timely placing of sleeves in forms before concrete is poured. Cooperate with the general contractor and place pipes and ducts in floors, walls, furred spaces, etc., so there will be no delay. Sheet metal or iron pipe sleeves shall be provided for pipes passing through floors, wall or partitions.
- B. Contractor shall furnish and properly install materials, devices, equipment, insulation, controls, appurtenances, etc., mentioned in these specifications and/or shown on plans or required to make a complete and satisfactory installation in working order whether fully shown or not.
- C. Contractor should visit the site and acquaint himself thoroughly with conditions governing installation of his work.
- D. All other plans shall be checked in relation to these plans so that all conditions will be furnished and installed in this contract to provide complete and satisfactory systems.

1.4 LAWS, RULES, REGULATIONS, FEES, ETC.

- A. The entire mechanical work shall comply with rules and regulations of the local and state authorities having jurisdiction including the State Fire Marshal, State Board of Health, and Department of Health and Hospitals. All modifications required by the said authorities at any time shall be made by the mechanical contractor without additional charge. In cases where alterations to or deviations from this specification and accompanying plans are required by the authorities, contractor shall report same to the Architect and obtain his approval before work is started.

1.5 DRAWINGS

- A. Plans and detail sketches are submitted to limit, explain, and define structural conditions, specified requirements, pipe sizes, and manner of erecting work. Structural or other conditions may require certain deviations from manner of installation shown, and such deviations shall be made as required, but specified sizes and requirements necessary for satisfactory operation shall remain unchanged.
- B. It may be necessary to shift or to change routing of ducts and or piping and this shall be done, but such changes must be referred to Architect for approval before proceeding. Extra charges will not be allowed for these changes.

- C. Typical details are shown on plans, and in any cases where Contractor is not certain about the method of installation of this work, he shall ask for details, lack of details will not be an excuse for improper installation.
 - D. Contractor bidding on this portion of the work must be fully experienced in installations of equal size, complexity and quality. In bidding, he acknowledges that he fully understands the scope of the work and design and has the ability, for the contract price to assemble and install the equipment, piping, and ductwork shown or specified, so as to mold same into a satisfactory workable system and arrangement, without responsibility for capacities and sizes set by these documents.
 - E. Contractor shall recognize that the amount of information and detail that could be provided in Contract Documents is limitless and could extend into every minute detail, step, sequence, and operation to a point where only workmen would be required, without drawing on ability experience, and ingenuity of the Contractor.
- 1.6 MATERIALS
- A. Where directed by the Architect, Contractor shall submit sample for approval before proceeding.
- 1.7 STANDARDS
- A. In general, standards for products and workmanship shall be as described in each individual section.
 - B. The standards referred to, except as modified in these specifications shall have full force and effect as though printed in these specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.
 - C. Notwithstanding any reference in this section of the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalogue number, such references shall be interpreted as establishing a standard of quality and shall not be construed limiting competition and the Contractor in such cases, may at his option, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Architect, expressed in writing, is equal to that specified.
- 1.8 MATERIALS SPECIFIED OR SUBSTITUTED (Prior Approvals)
- A. Refer to Instructions to Bidders.
- 1.9 SHOP DRAWINGS
- A. Before proceeding with the work, contractor shall make complete shop and working drawings of such apparatus or connections as directed by the Architect and/or hereinafter specified. These drawings shall show construction details and dimensions of each piece of equipment so drawn.
 - B. Architects approval of shop drawings shall not relieve the Contractor from responsibility of incorrectly figured dimensions or any other errors in these drawings or specified even though approved by the Architect, shall not relieve this Contractor from furnishing and erecting same.
 - C. Ten (10) sets of prints of shop drawings shall be submitted to Architect. These prints shall be supplied as part of this contract. Submit all shop drawings at the same time or as soon as practical after award of the contract. No separate items will be accepted.

- D. Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such accessories shall be furnished if no specific reference to them is made in the specifications.
- 1.10 CUTTING AND PATCHING
- A. All cutting necessary for this work will be done by this Contractor at his own expense, but all patching shall be done by the General Contractor. No beams or joists shall be cut without prior approval of Architect. After initial resurfacing has been done any further cutting, patching or painting shall be done at the expense of this Contractor.
- 1.11 INTERFERENCES
- A. The drawings are generally diagrammatic and this Contractor shall harmonize his work with that of the different trades so that interferences of the different equipment, piping, etc., shall be installed so as to function properly. In the case where interference develops, the Architect is to state which equipment, piping, etc., is to be relocated regardless of which item was first installed.
- 1.12 EXCAVATION AND BACKFILL
- A. This Contractor shall do all excavating required to lay the specified services and after same have been laid, he shall do all backfilling to the satisfaction of all parties concerned and shall cart away from the premises all unnecessary dirt, rubbish, etc., as directed. Backfill shall be well tamped. All backfill shall be done according to the "Compaction And Backfill" section of these specifications.
- 1.13 SPACE REQUIREMENTS
- A. Contractor shall check all plans pertaining to this job so as to be fully aware of the space limitations for all various items of equipment. Equipment is not to be bid on, submitted for preliminary approval nor placed on the job if it is so bulky and large that adequate access for proper maintenance and servicing cannot be achieved in the space provided.
- 1.14 FOUNDATIONS AND SUPPORTS
- A. This contractor shall furnish and install foundations and supports of concrete or steel shapes for equipment requiring same, unless specifically indicated otherwise or specified.
 - B. All floor mounted mechanical equipment shall be mounted on 4" high concrete housekeeping pad unless specifically shown otherwise on plans. Refer to plans for special requirements for foundations and supports.
- 1.15 HANGERS, ESCUTCHEONS, ETC.
- A. See Section 230529 – Supports and Anchors.
 - B. Mechanical Contractor shall furnish and install all thimbles, inserts and other requirements necessary for the support of his equipment and piping. Assist and cooperate with other trades in locating and placing these items.
- 1.16 CEILING AND WALL ACCESS PANEL
- A. Factory made access doors and frames, prime coat finish, screw driver latch(s) of suitable size as required.
 - B. Access panels in rated ceiling to have same rating as ceiling.

- C. Where valves, dampers, controls, fire dampers, smoke dampers, and detectors, reheat coils, etc. are concealed in walls or non-accessible ceilings, install factory made access doors and frames.
- 1.17 DUCTWORK ACCESS PANELS
- A. Access panels in ductwork to be double wall type with insulation sandwiched in between, same insulation value as adjacent ductwork.
- 1.18 SIPHON PREVENTERS
- A. Furnish and install approved type siphon preventors on all equipment and fixtures in such a manner as to prevent water being siphoned back into the water supply in the event the water supply is shut off.
- 1.19 FLAME SPREAD PROPERTIES OF MATERIALS
- A. All materials and adhesives used for acoustical linings, jackets and insulation shall comply with requirements of NFPA 90A and 90B and UL guide # 40V.8.15. Products exceeding a flame spread rating of 25, or a smoke developed rating of 50, as determined by ASTM Test Method E-84 are prohibited. Adhesives and sealers shall be fire retardant and fire resistant when dry. Flame proofing treatments which are subject to decomposition, deterioration, or the effects of moisture are prohibited.
- 1.20 DOMESTIC AND FIRE WATER TIE-IN
- A. Contractor shall provide any necessary meters and tap fees for domestic or fire water tie-ins to utility companies. All domestic and fire water taps shall have aboveground reduced pressure back flow preventors near the tie-in point. Coordinate with Engineer exact location.
 - B. All backflow preventors shall be heat traced and insulated with 1-1/2" fiberglass insulation with water tight aluminum jacket.
- 1.21 PROTECTION OF EQUIPMENT
- A. See individual sections for protection of equipment.
 - B. This Contractor shall at all times take such precautions as may be necessary to properly protect his equipment from damage. Failure on the part of the Contractor to comply with the above to the entire satisfaction of the Architect will be sufficient cause for the rejection of the particular piece of equipment in question.
- 1.22 TESTING
- A. All pressure lines, unless elsewhere specified, shall be tested under 150# hydrostatic pressure unless rated pressure is less for a minimum of 5 hours. Contractor shall provide valve at farthest point in line to bleed off air and for inspection.
 - B. Notice shall be given the Architect before tests are made, the test is not to be drawn off pipes and pipes are not to be covered or insulated until filled pipes have been examined and testing approved by the Architect.
 - C. In case of defects, they shall be made good to the satisfaction of the Architect and work retested. All such work shall be done by the Contractor with no additional expense to the Owner.

- D. Contractor shall make any other such tests as may be called for by the Architect, and all other tests so called for elsewhere in these specifications.

1.23 CLEANING AND ADJUSTING

- A. Before receiving final approval from the Architect, the Contractor shall clean out all lines; adjust all valves, control equipment and other equipment. Clean all pipe and equipment and leave the entire installation in good working order. All heaters, fans, grilles, controls, etc., shall be adjusted to perform in correct and satisfactory manner, with sequences, etc., as called for in the specifications hereinafter specified and on plans.

1.25 MOTORS, MOTOR STARTERS AND ELECTRICAL WORK

- A. Refer to Section 230513 - Motors.
- B. Motors shall be suitable for voltage indicated on the plans, plus or minus 10% and be designed for constant operation at 40 degrees C ambient, 65 degrees C rise for class A, 90 degrees C rise for Class B, etc. Electrical equipment furnished under this contract shall meet standards as set forth by NEMA and NEC requirements. All electrical equipment shall be UL labeled.

1.26 PARTS LIST AND INSTRUCTION MANUAL

- A. See individual sections for specific instructions.
- B. This Contractor shall deliver to the Architect three (3) copies of printed instructions relating to operating, proper maintenance and repair parts list indicating the various parts by name, number and diagram for each piece of equipment installed. Test and balance report shall also be included in parts list and instruction manual.
- C. The shop drawings, parts list, and maintenance and repair instructions shall be neatly bound in a canvas-covered notebook and turned over to the Architect before acceptance of the work.

1.28 GUARANTEE

- A. Contractor shall guarantee materials, equipment and workmanship installed and performed under this contract for a period of one (1) year from date of the final completion and official acceptance of the contract unless otherwise stated.
- B. He shall furnish free of charge to the Owner all materials and labor necessary to comply with the above guarantee, which shall be based on defective materials and/or workmanship, and on such basis shall be responsible if a deficiency is found, for any adjustment, replacement, or correction which may be necessary to replace the project to first class condition. This guarantee shall include refrigerant charges, but shall not include the changing of filters.

1.29 RECORD DRAWINGS

- A. The Contractor shall maintain a set of record drawings on-site throughout the construction. The record drawings shall reflect accurate dimensional record of all underground, buried, above ceiling, or otherwise concealed work.
- B. The Contractor shall maintain these record documents and keep them up-to-date daily.

END OF SECTION 230500

SECTION 230501 - BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Dielectric fittings.
 - 3. Sleeves.
 - 4. Escutcheons.
 - 5. Grout.
 - 6. Equipment installation requirements common to equipment sections.
 - 7. Concrete bases.
 - 8. Supports and anchorages.

1.2 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspace, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

- A. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 15 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- C. Welding Filler Metals: Comply with AWS D10.12.
- D. Solvent Cements for Joining Plastic Piping:
 - 1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.3 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C).
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
- E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).
- F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).

2.4 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

1. Underdeck Clamp: Clamping ring with set screws.
 - E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
 - F. PVC Pipe: ASTM D 1785, Schedule 40.
- 2.5 ESCUTCHEONS
- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
 - B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
 - C. One-Piece, Cast-Brass Type: With set screw.
 1. Finish: Polished chrome-plated and rough brass.
- 2.6 GROUT
- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 15 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.

- J. Install piping to allow application of insulation.
 - K. Select system components with pressure rating equal to or greater than system operating pressure.
 - L. Install escutcheons for penetrations of walls, ceilings, and floors.
 - M. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
 - N. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.
 - 2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) and larger in diameter.
 - O. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 7 Section "Through-Penetration Firestop Systems" for materials.
 - Q. Verify final equipment locations for roughing-in.
 - R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.
- 3.2 PIPING JOINT CONSTRUCTION
- A. Join pipe and fittings according to the following requirements and Division 15 Sections specifying piping systems.
 - B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
 - C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
 - D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
 - E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
 - F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

- G. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Nonpressure Piping: Join according to ASTM D 2855.
- H. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

3.3 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
 - 4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.5 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated on structural drawings.
 - 2. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 3. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 4. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 5. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 - 6. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete and reinforcement.

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 5 Section "Metal Fabrications" for structural steel.

- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
 - C. Field Welding: Comply with AWS D1.1.
- 3.7 ERECTION OF WOOD SUPPORTS AND ANCHORAGES
- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor mechanical materials and equipment.
 - B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
 - C. Attach to substrates as required to support applied loads.
- 3.8 GROUTING
- A. Mix and install grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors.
 - B. Clean surfaces that will come into contact with grout.
 - C. Provide forms as required for placement of grout.
 - D. Avoid air entrapment during placement of grout.
 - E. Place grout, completely filling equipment bases.
 - F. Place grout on concrete bases and provide smooth bearing surface for equipment.
 - G. Place grout around anchors.
 - H. Cure placed grout.

END OF SECTION 230501

SECTION 233100 - DUCTWORK

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Low pressure duct.

1.2 RELATED WORK

- A. Section 230523 - Supports and Anchors
- B. Section 230700 - Piping and Equipment Insulation
- C. Section 233700 - Air Inlets and Outlets
- D. Section 230593 - Testing and Balance

1.3 REFERENCES

- A. ASHRAE, 2009 Fundamentals, Chapter 21.
- B. ASHRAE, 2008 Equipment, Chapter 18.
- C. NFPA 90A, 90B.
- D. H.V.A.C. Duct Construction Standards - SMACNA 1995.

1.4 DEFINITIONS

- A. Duct sizes: All duct sizes are indicated on the plans as metal to metal.
- B. Low Pressure: Three pressure classifications: 1/2" WG positive or negative static pressure and velocities less than 2,000 fpm, 1" WG positive or negative static pressure and velocities less than 2,500 fpm and 2" WG positive or

1.5 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A and NFPA 90B Standards.
- B. Store and protect products under provisions of Section 016000.

PART 2 - PRODUCTS

2.1 LOW PRESSURE DUCTWORK

- A. Furnish and install all ducts for the air conditioning, heating and ventilating systems. Ductwork shall be complete with grilles, vanes splitters, flashings, hangers, flexible connections, manual dampers, fresh air inlet louvers, reinforcing angles, transitions to equipment, etc.
- B. All low pressure ductwork (mean velocity less than 2,000 FPM and static pressure in duct 2" of water or less) shall be constructed as per SMACNA Standards, 1995 Edition, Chapter 1, and shall be of the gauge metal and reinforced as per SMACNA Standards, 1995 Edition.

- C. Flashing shall be of the same material as specified under the roofing and flashing section of these specifications, or of 16-ounce sheet copper and shall be furnished and installed around all outside openings used for ducts or fans where required. Roof flashing shall extend at least 8" above roof. Cooperate with roofing contractor when installing flashing.
 - D. All duct connections to equipment shall be made with fire and mildew resistant flexible connections of canvas or other acceptable materials. Connections shall have suitable metal collar frames at each end and shall not be less than 4" long with at least 1" of slack in the connection. Flexible connections shall be heat resistant to 500 degrees F continuously.
 - E. Duct dimensions shown are metal sizes. All edges shall be straight and true.
 - F. All flexible connections, duct liner and adhesives shall be U.L. listed as having a maximum flame spread of 50, fuel contribution of 25 and smoke contribution of 25.
 - G. This Contractor shall furnish and install in ductwork all dampers, vanes splitters, etc.. as shown on the drawings or necessary to make the system complete. Where dampers or splitters can not be accessed through lay in ceiling, Contractor shall provide lockable 24" x 24" access door. Contractor shall coordinate location with Architect.
 - H. Shafts shall be marked to show position of dampers, vanes, splitters, etc.
 - I. Ductwork shall be supported in accordance with SMACNA Plate No. 17 and No. 18, up to and including band iron hangers attached to duct by means of screws or rivets per hanger.
 - J. Access doors shall be provided in ductwork for all automatic dampers and each manual damper 3 square feet in area or larger, and shall be so located that damper can be completely serviced through the access door. Access door shall be provided with felt gaskets and suitable hinges and locks. Where access doors occur in insulated duct, double skin insulated doors shall be used.
 - K. Where square ducts are shown, provide single vane elbows as per Plate 22, Figure A, SMACNA Standards, 1995 Edition. For all ductwork over 18" provide double vane square elbow as shown in Figure C of the Plate.
 - L. All low pressure ductwork joints shall be sealed with hard cast "iron grip".
 - M. Flexible air duct for connections between low pressure rectangular duct and ceiling diffusers shall be pre- insulated and listed by Underwriters Laboratories under U.L Standard 181 as a Class 1 flexible air duct and complying with NFPA Standards 90A and 90B.
 - N. All flex duct 45 degree and 90 degree turns shall be metal hard duct.
- 2.4 INSULATED ACOUSTICAL LOW PRESSURE FLEXIBLE DUCT
- A. The duct shall be constructed of a CPE fabric supported by helical wound galvanized steel.
 - B. Provide where indicated on drawings Flexmaster Type 8M UL181 Class I Air Duct.
 - C. Fabric shall be mechanically locked to the steel helix without the use of adhesives or chemicals.
 - D. The internal working pressure rating shall be at least 6" w.g. positive and 4" w.g. negative with a bursting pressure of at least 2½ time the working pressure.
 - E. The duct shall be rated for a velocity of at least 4000 feet per minute.

- F. The duct must be suitable for continuous operation at a temperature range of -20° F to +250°
- G. Acoustical performance, when tested by an independent laboratory in accordance with the Air Diffusion Council's Flexible Air Duct Test Code FD 72-R1, Section 3.0, Sound Properties, shall be as follows:

The insertion loss (dB) of a 10 foot length of straight duct when tested in accordance with ASTM 477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	7	31	40	38	40	27
8" diameter	13	29	36	35	38	22
12" diameter	21	28	29	33	26	12

The radiated noise reduction (dB) of a 10 foot length of straight duct when tested in accordance with ASTM E477, at a velocity of 2500 feet per minute, shall be at least:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	5	8	7	8	11	15
8" diameter	10	7	7	8	10	13
12" diameter	9	6	6	5	9	13

The self generated sound power levels (LW) dB re 10⁻¹² Watt of a 10 foot length of straight duct for an empty sheet metal duct when tested in accordance with ASTM E477, at a velocity of 1000 feet per minute, shall not exceed:

Octave Band	2	3	4	5	6	7
Hz.	125	250	500	1000	2000	4000
6" diameter	42	31	23	18	17	21
8" diameter	41	34	27	19	18	21
12" diameter	54	45	38	31	27	23

Factory insulate the flexible duct with fiberglass insulation. The R value shall be at least 5.0 at a mean temperature of 75° F. (R-4.2 is not acceptable)

- H. Cover the insulation with a fire retardant metalized vapor barrier jacket reinforced with crosshatched scrim having a permeance of not greater than 0.05 perms when tested in accordance with ASTM E96, Procedure A.

I. Cover the insulation with a fire retardant metalized vapor barrier jacket reinforced with crosshatched scrim having a permeance of not greater than 0.05 perms when tested in accordance with ASTM E96, Procedure A.

J. Maximum length to be 6'-0

ALL FLEX CONNECTIONS TO CEILING DIFFUSERS MUST BE FACTORY DESIGNED TO HAVE NO DIMENSIONAL CONTORTION WHEN CONNECTED TO THE DIFFUSER. A HARD METAL 90-DEGREE ELBOW OR A PLASTIC "CRUTCH" ELBOW IS REQUIRED FOR OTHER FLEX DUCTS THAT MAY BE SUPPLIED

2.2 SPIN TAPS

A. All round low pressure connections to rectangular ducts shall be made with a factory fabricated spin collar fitting constructed of minimum 26 ga galvanized steel.

B. Provide Flexmaster #FL, Dace #26 ga MS, or prior approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. See details of ductwork symbols and connections on drawing.

END OF SECTION 233100

SECTION 237400 - AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Diffuser boots.
- B. Registers/grilles.
- C. Louvers.

1.2 RELATED WORK

- A. See Mechanical Plans for wall louvers.

1.3 REFERENCES

- A. ADC 1062 - Certification, Rating and Test Manual.
- B. AMCA 500 - Test Method for Louvers, Dampers, and Shutters.
- C. ANSI/NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
- D. ARI 650 - Air Outlets and Inlets.
- E. ASHRAE 70 - Method of Testing for Rating the Air Flow Performance of Outlets and Inlets.
- F. SMACNA - Low Pressure Duct Construction Standard.

1.4 QUALITY ASSURANCE

- A. Test and rate performance of air outlets and inlets in accordance with ADC Equipment Test Code 1062 and ASHRAE 70.
- B. Test and rate performance of louvers in accordance with AMCA 500.

1.5 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 90A.

1.6 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Provide product data for items required for this project.
- C. Submit schedule of outlets and inlets indicating type, size, application, and noise level.
- D. Review requirements of outlets and inlets as to size, finish, and type of mounting prior to submitting product data and schedules of outlets and inlets.
- E. Submit diffuser, grille and register color data to Architect for approval.

PART 2 - PRODUCTS

2.1 GENERAL

- A. See mechanical schedules and drawings for diffuser types, sizes and configuration. See architectural plans - room finish schedules for type of ceiling and wall construction. Products listed in this section shall be used unless otherwise stated on plans or other specification section.
- B. Substitutions: Under provisions of Instructions To Bidders.

2.2 ACCEPTABLE MANUFACTURERS - Ceiling Diffusers

- A. Titus TMSA Series, Krueger Series 1400 Adjustable
- B. All diffusers shall have opposed blade volume dampers and adjustable horizontal to vertical four way throw operable from face of grille. All diffusers must be aluminum.

2.3 ACCEPTABLE MANUFACTURERS - Ceiling Exhaust Grilles

- A. Titus - Model 50F Code C 1/2" x 1/2" x 1" Cube Core, Krueger EGC-10, Nailor Industries Model 51EC
- B. All exhaust registers shall have opposed blade dampers.
- C. Grilles shall have baked enamel white finish.
- D. All dampers shall be operable from grille face.

2.4 ACCEPTABLE MANUFACTURERS - Ceiling Return Air Grilles

- A. Titus - 50F Code C, Krueger EGC-10, Nailor Industries
- B. All return air shall have opposed blade dampers. See plans for filter backed grille requirements.

2.5 ACCEPTABLE MANUFACTURERS - Wall Supply Registers.

- A. Titus 1700 Series, Krueger ULTRA-FLO
- B. All registers shall have adjustable blade dampers on all registers.
- C. Furnish and install opposed blade damper on all registers.
- D. Finish to be approved by Architect.

2.6 ACCEPTABLE MANUFACTURERS - DOOR RETURN GRILLES

- A. Titus Model CT-700, Krueger Series 5600, Nailor Industries
- B. Substitutions: Under provisions of Instructions To Bidders.
- C. All aluminum construction & design.
- D. Finish to be approved by Architect.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install items in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement. Refer to Section 09900/099100.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and register, regardless of whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Furnish and install necessary frames, bucks, sponge rubber gasketed, etc. to make a neat setting job.
- F. Diffusers shall be placed to insure that air does not blast against columns and lights.
- G. All diffusers, registers, etc. shall have external volume controls and deflecting grids.
- H. Ceilings in areas where plaster or gypsum board ceiling are used, shall be surface mounted.

END OF SECTION 237400

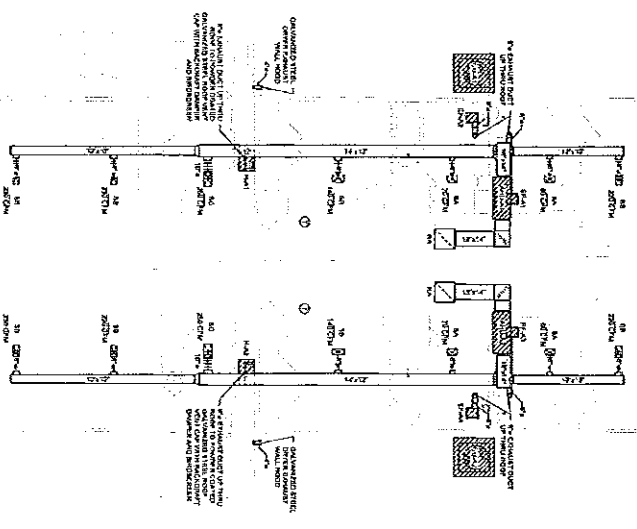
EXHIBIT C

HANO
Guy Barcelona
Construction Manager

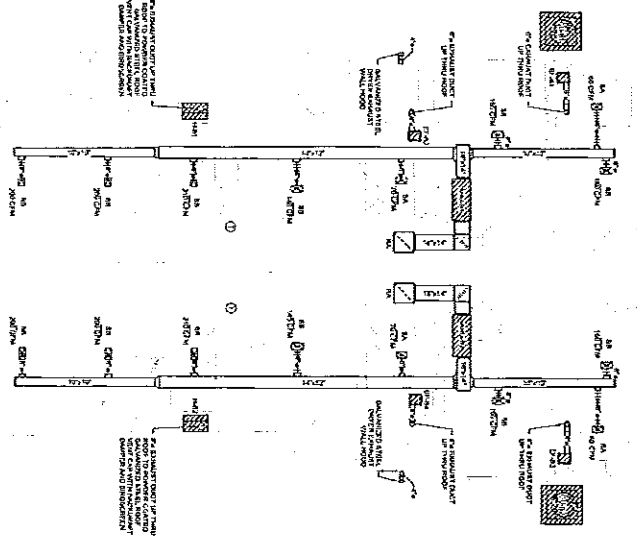
LIST OF AIR-HANDLING UNITS FLORIDA DEVELOPMENT

Date: August 28, 2018

ITEM	BUILDING		AHU PER BUILDING	TOTAL AHU	COMMENTS
	TYPE	QUANTITY			
1	A - A1	3	2	6	
2	B - B1	7	2	13	One unit has been omitted as work has been completed at 2515 Congress Street under a separate contract.
3	C	3	2	6	
4	D	10	2	20	
5	E - E1	3	2	6	
TOTAL				51	



MECHANICAL 1ST FLOOR PLAN - UNIT A
 SHEET 1-10



MECHANICAL 1ST FLOOR PLAN - UNIT B
 SHEET 1-10

Perez.

REGISTERED PROFESSIONAL ENGINEER

MECHANICAL ENGINEER

11-120-05-05A

HOUSING AUTHORITY OF NEW ORLEANS
 FLORIDA AVENUE - NEW AFFORDABLE HOUSING UNITS
 NEW ORLEANS, LA 70117

100% CONSTRUCTION DOCUMENTS

DATE: 11/28/12
 PROJECT: D114-00201

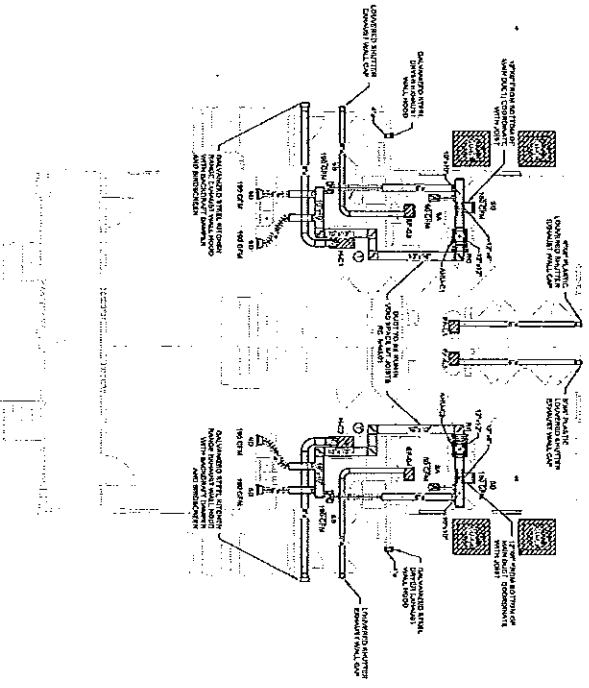
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MECHANICAL FLOOR PLAN

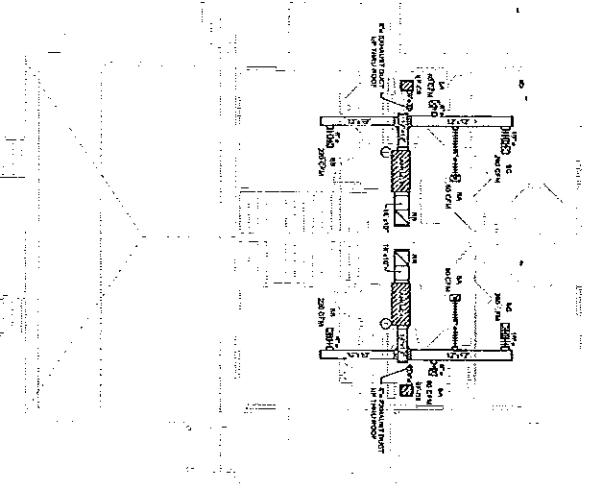
M1.01

11-120-05-05A

1. MECHANICAL 1ST FLOOR PLAN - UNITS



2. MECHANICAL 2ND FLOOR PLAN - UNITS



M1.02

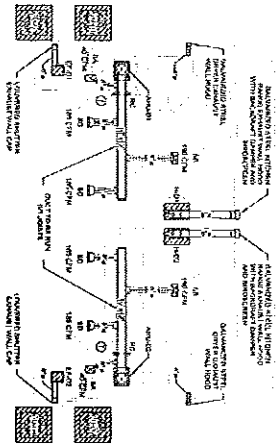
MECHANICAL
FLOOR PLAN

DATE	DESCRIPTION
04/18/2021	ISSUE FOR PERMIT
04/18/2021	ISSUE FOR CONSTRUCTION
04/18/2021	ISSUE FOR RECORD

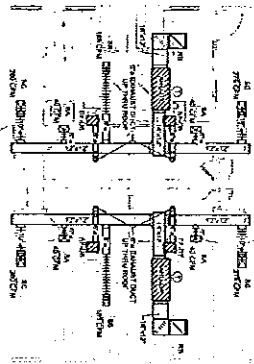
HOUSING AUTHORITY OF NEW ORLEANS
 FLORIDA AVENUE - NEW AFFORDABLE HOUSING UNITS
 NEW ORLEANS, LA 70117
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11-120-05-05A

Perez.
 PROFESSIONAL SERVICES
 1111 PINE STREET
 SUITE 200
 NEW ORLEANS, LA 70112
 (504) 581-1234
 www.perezps.com



MECHANICAL FLOOR PLAN - UNIT 101



MECHANICAL FLOOR PLAN - UNIT 102

Perez.
 ARCHITECTS
 11120-05-05A
 11-120-05-05A

**HOUSING AUTHORITY OF NEW ORLEANS
 FLORIDA AVENUE - NEW AFFORDABLE HOUSING UNITS**

NEW ORLEANS, LA 70117

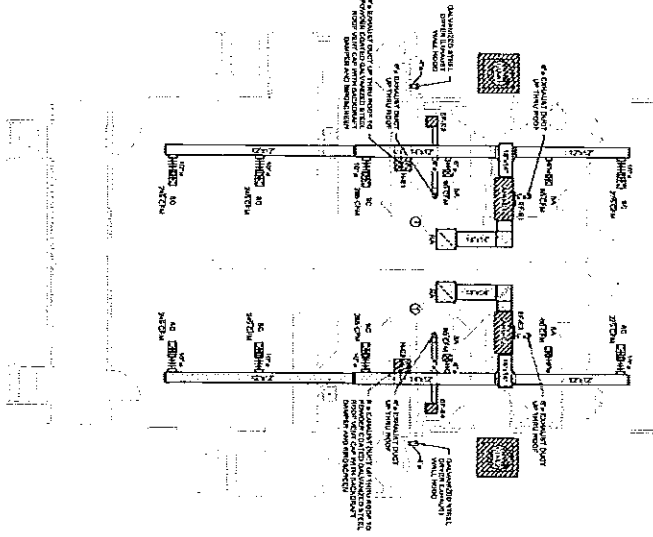
100% CONSTRUCTION DOCUMENTS

11-120-05-05A

PROJECT:
 FLORIDA AVENUE
 MECHANICAL
 FLOOR PLAN

M1.03

MECHANICAL 3RD FLOOR PLAN - UNIT
1 : 3/16" = 1'-0"

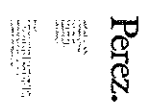


PROJECT: HOUSING AUTHORITY OF NEW ORLEANS
 ARCHITECT: P&P ARCHITECTURAL
 MECHANICAL FLOOR PLAN
 SHEET: M1.04

NO.	DATE	DESCRIPTION
1	11/20/12	ISSUED FOR PERMIT
2	01/15/2013	ISSUED FOR CONSTRUCTION

HOUSING AUTHORITY OF NEW ORLEANS
 FLORIDA AVENUE - NEW AFFORDABLE HOUSING UNITS
 NEW ORLEANS, LA 70117
 100% CONSTRUCTION DOCUMENTS

11-120-05-05A



11-120-05-05A
 100% CONSTRUCTION DOCUMENTS

MARK	DESCRIPTION	QTY	UNIT	CONSTRUCTION MATERIAL	ACCEPTABLE MANUFACTURERS	NOTES
1	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
2	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
3	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
4	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
5	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
6	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
7	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
8	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
9	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2
10	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2

NOTES:
 1. CONTRACTOR SHALL COORDINATE LOCATION OF EXHAUST WITH ARCHITECTURAL REFLECTIVE CEILING PLAN TO AVOID ANY COLLISIONS WITH OTHER CEILING ELEMENTS.
 2. FINISH OF EXHAUST HOOD SHALL BE AS SHOWN. FINISH OF RANGE HOOD SHALL BE AS SHOWN.
 3. PROVIDER ACCEPTABLE TO RANGE HOODS ON MARK OF SHEET.

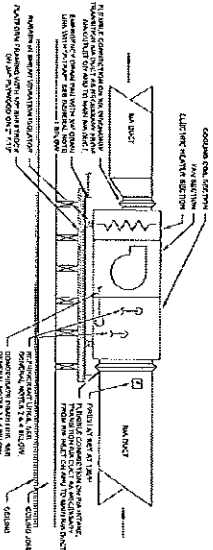
MARK	DESCRIPTION	QTY	UNIT	CONSTRUCTION MATERIAL	ACCEPTABLE MANUFACTURERS	NOTES
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10	30 INCH OAD RANGE HOOD FOR EXHAUST	30'	210 CM	ALUMINUM	WALON MODEL SPEC. RANGE HOODS BY ACCEPTABLE MANUFACTURERS	1.2

NOTES:
 1. HOOD TO BE FINISHED AND INSTALLED WITH GAS SOLIDIFIED VALVE TO DISCONNECT FUEL SUPPLY TO RANGE IN THE EVENT OF THE FIRE SUPPRESSION SYSTEM BEING ACTIVATED.
 2. COORDINATE THE LOCATION OF THE RANGE HOOD WITH ARCHITECT FLOOR TO BROADCASTING.

HOUSING AUTHORITY OF NEW ORLEANS
 FLORIDA AVENUE - NEW AFFORDABLE HOUSING UNITS
 NEW ORLEANS, LA 70117
 11-120-05-05A
 100% CONSTRUCTION DOCUMENTS

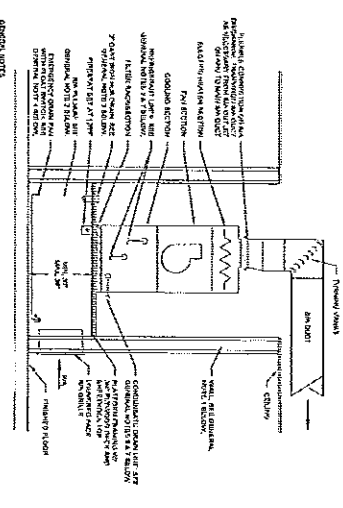
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 PROJECT: 011183702
 REVISION: 01
 NO. DATE DESCRIPTION

MECHANICAL SCHEDULES
 M2.02



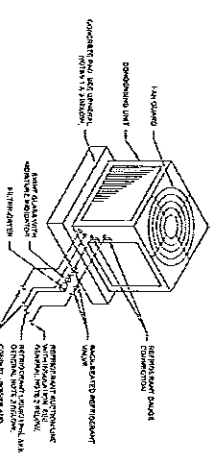
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 3. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 4. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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DETAIL - HORIZONTAL BY AIR HANDLING UNIT NOT TO SCALE



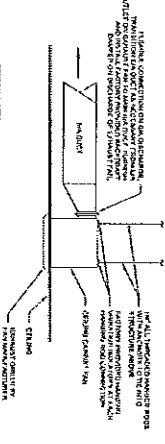
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 4. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 5. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

DETAIL - VERTICAL AIR HANDLING UNIT NOT TO SCALE



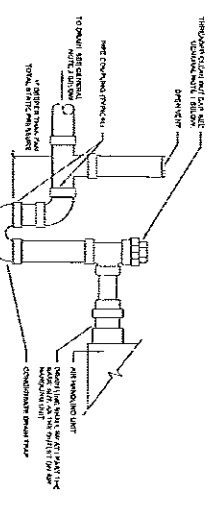
- GENERAL NOTES:**
1. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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 5. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

DETAIL - AIR COOLED BY CONDENSING UNIT NOT TO SCALE



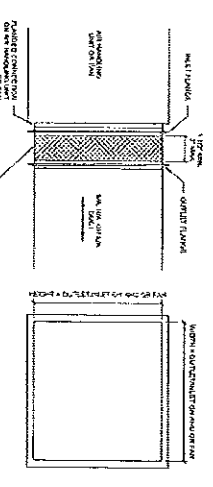
- GENERAL NOTES:**
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DETAIL - WINDOW CEMENT FINISH NOT TO SCALE



- GENERAL NOTES:**
1. UNIT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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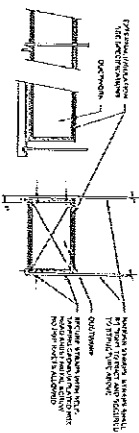
DETAIL - WINDOW CEMENT FINISH NOT TO SCALE



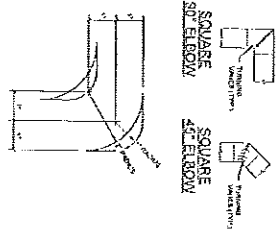
- GENERAL NOTES:**
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DETAIL - WINDOW CEMENT FINISH NOT TO SCALE

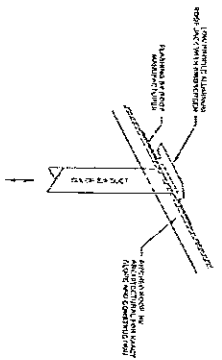
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2	WOOD ANCHORS	100	EA
3	WOOD ANCHORS	100	EA
4	WOOD ANCHORS	100	EA
5	WOOD ANCHORS	100	EA
6	WOOD ANCHORS	100	EA
7	WOOD ANCHORS	100	EA
8	WOOD ANCHORS	100	EA
9	WOOD ANCHORS	100	EA
10	WOOD ANCHORS	100	EA



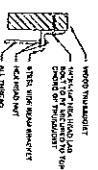
① DETAILS OF WINDOW ANCHORS
NOT TO SCALE



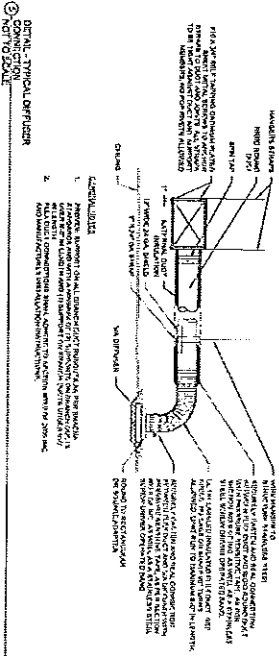
② DETAILS OF WINDOW ANCHORS
NOT TO SCALE



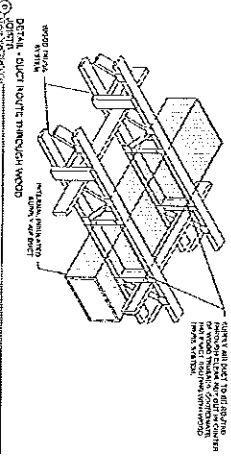
③ DETAILS OF WINDOW ANCHORS
NOT TO SCALE



④ DETAILS OF WINDOW ANCHORS
NOT TO SCALE



⑤ TYPICAL WINDOW ANCHOR CONNECTION
NOT TO SCALE



⑥ DETAILS OF WINDOW ANCHORS
NOT TO SCALE

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DETAILS