REQUEST FOR QUOTES #20-912-08

4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3249
FAX: (504) 286-8224
DATE: WEDNESDAY, DECEMBER 18, 2019

COMPANY NAME: ____________________________
ADDRESS: __________________________________
CONTACT: ___________________________________

PHONE #_________________ FAX #_________________ EMAIL: ____________________________

CONTRACT ADMINISTRATOR: DIANNE WILTZ-HUNLEY

QUOTE DUE BY: MONDAY, JANUARY 6, 2020 @ 2:00 P.M.

This project shall be awarded only to a contractor licensed under licensing law La. R.S. 37:2150-2168 State of Louisiana with a major classification in Building Construction.

SPECIFICATIONS/SCOPE OF SERVICES: SEE ATTACHED

SPECIAL INSTRUCTIONS:

SITE VISIT: FRIDAY, DECEMBER 27, 2019 @ 10:00 A.M.

LOCATION: 1830 MARDI GRAS BOULEVARD

PROJECT MANAGER: LANGSTON FORD (504) 915-4870

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. All quotes are subject to form HUD-5370-EZ and Supplemental Conditions.
3. Refer to the Index of Submittal Documents for a list of required documents.
4. All requests for information should be submitted in writing pursuant to the Supplemental Instructions to Bidders.
5. Davis-Bacon wage rates shall apply

QUOTE VALID UNTIL: _______________
QUOTE SUBMITTED AND AUTHORIZED BY:
____________________________________ ON ___________________ 20

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

THIS IS NOT AN ORDER REQUEST
REQUEST FOR QUOTES FORM

INDEX OF SUBMITTAL DOCUMENTS

- QUOTE FORM (PAGES QF/1 – QF/2)
- BID BOND (SAMPLE FORM OF BID BOND INCLUDED)
- HUD FORM 5369 – INSTRUCTIONS TO BIDDERS FOR CONTRACTS PUBLIC AND INDIAN HOUSING PROGRAM
- CONTRACTOR’S SUMMARY SHEET
- CERTIFICATION OF CONTRACTOR NON-EXCLUSION
- NON-COLLUSIVE AFFIDAVIT
- EMPLOYMENT, TRAINING AND CONTRACTING POLICY
- STATEMENT OF BIDDER’S QUALIFICATIONS
- EMPLOYEE VERIFICATION AFFIDAVIT
- SCHEDULE OF VALUES

HUD FORM 5369

INSTRUCTIONS TO BIDDERS PUBLIC AND INDIAN HOUSING PROGRAMS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

QUOTE FORMS

QF/1, QF/2

SAMPLE FORM OF BID BOND

CONTRACTOR’S SUMMARY SHEET

HUD FORM 5369-A

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS PUBLIC AND INDIAN HOUSING PROGRAMS

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

NON-COLLUSIVE AFFIDAVIT

EMPLOYMENT, TRAINING AND CONTRACTING POLICY

STATEMENT OF BIDDER’S QUALIFICATIONS

EMPLOYEE VERIFICATION AFFIDAVIT

FORM R-1020

DESIGNATION OF CONSTRUCTION CONTRACTOR AS AGENT OF A GOVERNMENTAL ENTITY SALES TAX EXEMPTION CERTIFICATE
REPRESENTATIONS AND WARRANTIES AS TO SALES TAX ON MATERIALS AND EQUIPMENT

HUD FORM 5370-EZ

GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS

SUPPLEMENTAL CONDITIONS

DAVIS-BACON WAGE RATES

SCOPE OF WORK

CONTRACT SPECIFICATIONS

SECTION 06100 – ROUGH CARPENTRY
SECTION 06200 – FINISH CARPENTRY
SECTION 09650 – VINYL PLANK FLOORING
SECTION 16020 – ELECTRICAL SYSTEMS

[THIS SECTION LEFT BLANK INTENTIONALLY]
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.

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

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

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

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

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

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

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

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope and 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 telexgram) 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/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/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/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/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA/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/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA/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 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 disbursement 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.treasury.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

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 (b) 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 recog-
nized by the Federal Government as eligible for services from the
Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall com-
ply with the requirements of this provision in awarding all subcon-
tracts 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
terprises 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 organi-
zations. If two or more (or a greater number as specified elsewhere
in the solicitation) qualified Indian-owned enterprises or organiza-
tions 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 enter-
prises 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 estab-
lished 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, manage-
ment, control, financing and salary or profit sharing arrangements of
the enterprise.

(l) (1) All bidders must submit with their bids a statement describ-
ing how they will provide Indian preference in the award of subcon-
tracts. The specific requirements of that statement and the factors
to 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.

(j) 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).

(l) 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.
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):

   (i) The Quote Form and each supplemental form that requires signatures must bear an original signature.

2. Add the following subparagraph to paragraph (c):

   (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):

   (i) 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 paragraph as an additional paragraph (i)

1. 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.

   (1) 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)

   (1) All requests/explanations shall be forwarded in writing no later than 2:00 p.m. on Thursday, January 2, 2020 to:

   Housing Authority of New Orleans
   Department of Procurement and Contracts
   4100 Touro Street, New Orleans Louisiana 70122
   Attn: Audrey Plessy, Procurement Manager
   (504) 670-3445 (Office) - (504) 286-8224 (Fax)
   Email -- aplessy@hano.org
Item #3: Clause 3 – Amendments to Invitations for Bids:

1. Modify paragraph (c) 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  
(2) Compliance with public Policy  
(3) Record of past performance  
(4) Financial and technical resources  
(including construction and technical equip.)  
(5) Related project experience  
(6) Skill  
(7) Business judgment  
(8) Reputation  
(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

Page 3
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) Schedule of Values
2) Sample Representations and Warranties as to Sales tax on Applicable Materials and Equipment
3) 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 #6: Bid Opening

1. Delete Clause 6, Bid Opening, in its entirety.

Insert the following paragraph:

All quotes received by the date and time of receipt specified in the solicitation will remain sealed until the procurement and Contracts Department has established a time for reviewing the quotes. A Bid Tabulation Sheet will be prepared, which will include the Bidders and their price(s). The Bid Tabulation Sheet will be made available on the HANO website or via request, to Bidders and all other interested parties.

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
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

QUOTE FORM

PROJECT IDENTIFICATION:
INTERIOR REPAIRS TO 1733 LAWRENCE STREET
1830 MARDI GRAS BLVD., WESTBANK SCATT. SITES
REQUEST FOR QUOTES #20-912-08
MONDAY, JANUARY 6, 2020 @ 2:00 P.M.

THIS QUOTE IS SUBMITTED TO:
HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
4100 TOURO STREET
NEW ORLEANS, LA 70122

QUOTE FROM:

(COMPANY NAME)

By:

(SIGNATURE)

(STREET ADDRESS)

(CITY, STATE, ZIP)

1) The undersigned OFFEROR agrees, if the Quote is accepted, to enter into an agreement with the OWNER, in the form provided by the OWNER, to perform and furnish the Work as specified or indicated herein for the price indicated in this Quote and in accordance with the other terms and conditions of the Contract Documents.

2) In submitting this Quote, the OFFEROR declares and represents that:

- The Owner has the right to reject this offer for just cause and to waive any informalities in the submission process if it be in the public interest to do so;
- OFFEROR will sign and submit the Contract Agreement and other documents as required by the Owner;
- OFFEROR is familiar with the general, local, and site conditions;
- OFFEROR has examined copies of all the Quote Documents;
- OFFEROR is familiar with federal, state, and local laws and regulations;
- OFFEROR has attached and made a condition of this quote all of the required submittal documents, listed on the Index of Submittal Documents;
- OFFEROR has received and acknowledged addenda on this form, if applicable;

QF/1
REQUEST FOR QUOTES #20-912-08

Addendum Number: ____________ Date Received: ________________

Addendum Number: ____________ Date Received: ________________

3) The Offeror hereby proposes and agrees, if this Quotation is accepted, to enter into a Contract for the Interior Repairs to 1733 Lawrence Street and 1830 Mardi Gras Boulevard, Westbank Scattered Sites, as outlined in the scope of work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the Work, and to furnish all materials and equipment required to perform the Work including; tools, equipment, supplies, transportation, facilities, labor, and supervision; insurance as specified in the Contract Documents for the Interior Repairs to 1733 Lawrence Street and 1830 Mardi Gras Boulevard, Westbank Scattered Sites.

TOTAL LUMP SUM AMOUNT OF:

_________________________________ ($___________)
(Use words) (Use figures)

4) OFFERER agrees to complete all work within the number of calendar days as indicated in the Supplemental Contract Conditions.

5) OFFEROR agrees to pay Liquidated Damages in accordance with the provisions set forth in the Supplemental Contract Conditions.

__________________________________________________________________________
(Offeror’s Name)

BY __________________________________
(Signature)

__________________________________________________________________________
(Printed or Typed Name)

Title: __________________________________

Date: __________________________________

QF/2
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

______________________________

(Name and Seal)

SURETY

______________________________

(Attorney-in-Fact)

ATTEST: _______________________

ATTEST: _______________________
HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

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:__________________________________________
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 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.

   (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.
6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/PHA 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/PHA 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/PHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/PHA'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:

(1) [ ] Black Americans
(2) [ ] American Indians
(3) [ ] Asian Pacific Americans
(4) [ ] Hispanic Americans
(5) [ ] Asian Indian Americans
(6) [ ] Native Americans
(7) [ ] 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
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

______________________________________________________________________________
(Print)

______________________________________________________________________________
(Date)

______________________________________________________________________________
(Signature)
HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

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______.
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<tr>
<td>M. Contracting Compliance Report.....................................................</td>
<td>32</td>
</tr>
<tr>
<td>N. Employment Assessment...............................................................</td>
<td>33</td>
</tr>
</tbody>
</table>

Board Approved March 13, 2012
Revised Reporting Forms June 20, 2018
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

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Section 3 Hiring</th>
<th>Section 3 Training &amp; Internship</th>
<th>DBE Contracting</th>
<th>WBE Contracting</th>
<th>Section 3 Contracting</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% of new hires</td>
<td>Paid Training and Internship Spots as listed in Chart on Page 17</td>
<td>20% of the value of the contract</td>
<td>5% of the value of the contract</td>
<td>10% of the value of construction contracts</td>
<td>3% of the value of non-construction contracts</td>
</tr>
</tbody>
</table>

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, mortgage, 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 subcontractors.

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.

Board Approved March 13, 2012               Revised Reporting Forms June 20, 2018
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;

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- 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 ($100,000.00) 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

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

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Revised Reporting Forms June 20, 2018
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 ____________________________, have a family size of ____________ and my total 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: ____________________________

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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.
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  

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

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


Board Approved March 13, 2012  
Revised Reporting Forms June 20, 2018
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.

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.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

Name:________________________ Title:________________________ Date:________________________

Board Approved March 13, 2012
Revised Reporting Forms June 20, 2018
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.

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

Name: __________________________  Title: __________________________  Date: __________________________
HOUSING AUTHORITY OF NEW ORLEANS
LIST OF CORE EMPLOYEES

CONTRACTOR NAME: ____________________________

CONTRACT EXECUTION DATE: ________________

List all regular, permanent employees who are currently performing work, or who normally perform work for your company when work is available. Duplicate form if additional space is needed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME/ADDRESS</th>
<th>DATE OF HIRE</th>
<th>JOB CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: John Doe</td>
<td>10/10/00</td>
<td>Plumber</td>
</tr>
<tr>
<td>1515 Mockingbird Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State</td>
<td></td>
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</tr>
</tbody>
</table>

Core Employee: Contractor's regular, permanent employee who normally performs work for the contractor when work is available.

Name: ____________________________ Title: ____________________________ Date: ____________________________

Board Approved March 13, 2012
Revised Reporting Forms June 20, 2018
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>TYPE OF WORK TO BE PERFORMED</th>
<th>AMOUNT OF WORK TO BE PERFORMED</th>
<th>SECTOR 1</th>
<th>SECTOR 2</th>
<th>SECTOR 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>劳动</td>
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<td>2</td>
<td></td>
<td>油漆材料</td>
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<td>3</td>
<td></td>
<td>材料</td>
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</table>

### Summary
1) Total Amount to be Awarded to DBE:
2) Total Amount to be Awarded to VBE:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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</thead>
</table>

Board Approved March 13, 2012
Employment and Training Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Duplicate form if additional space is needed. The Section 3 requirements set forth in this policy are

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Positions Needed for Contract</th>
<th>Total Estimated Number of Workforce Manhours Needed for Contract</th>
<th>Total Number of Positions Currently Occupied by Core Employees</th>
<th>Total Estimated Number of Workforce Manhours to be Performed by Current Core Employees</th>
<th>Total Estimated Number of Workforce Manhours to be Performed by Section 3 Residents</th>
<th>List Types of Pre-Apprenticeship and Apprenticeship Trainings That Will Be Provided to Section 3 Employees/HANO Residents</th>
<th>Number of &quot;On The Job Training&quot; Positions Available to Section 3 Residents</th>
<th>List The Name Of The Training Program Provider</th>
<th>What Type of Certification Will Be Provided At The Completion of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex. Clerical</td>
<td>2</td>
<td>50 hours</td>
<td>1</td>
<td>50 hours</td>
<td>30 hours</td>
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</table>

Name: __________________________________________ Title: __________________________________________ Date: ________________________________

Board Approved March 13, 2012
Revised Reporting Forms June 20, 2018
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)
(Seal)
before me this ______ day of _________________________, 20____

My Commission expires: ____________________________________

Date Executed: _____________________________________________

Board Approved March 13, 2012
Revised Reporting Forms June 20, 2018
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:

- 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

- Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and

- 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

- Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and

- 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

- Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and

- Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;

- 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: ________________________________

Board Approved March 13, 2012

Revised Reporting Forms June 20, 2018
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: ___________________

<table>
<thead>
<tr>
<th>Craft/Trade</th>
<th>Total Number of New Hires</th>
<th>Tier 1 Residents Hired</th>
<th>Tier 2 Residents Hired</th>
<th>Tier 3 Residents Hired</th>
<th>Tier 4 Residents Hired</th>
<th>Tier 5 (a) Residents Hired</th>
<th>Tier 5 (b) Residents Hired</th>
<th>Total Number of Section 3 Residents Hired</th>
<th>Percentage of Section 3</th>
<th>Total Number of Section 3 Residents in Apprenticeship Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Laborer</td>
<td>8</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>6</td>
<td>100%</td>
<td>2</td>
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</table>

Name: ________________________ Title: ________________________
Date: ________________________

Board Approved March 13, 2012 Revised Reporting Forms June 20, 2018
**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).

<table>
<thead>
<tr>
<th>Name</th>
<th>Address, City/State</th>
<th>Last 4 of Social Security#</th>
<th>Referral Source</th>
<th>Section 3 Category Preference</th>
<th>Number of Manhours Worked This Period</th>
<th>Hire Date</th>
<th>Termination Date</th>
<th>Total Number Man-hours</th>
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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.**

Board Approved March 13, 2012

Revised Reporting Forms May 1, 2015
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: ____________________

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

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

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: ______________________________________

Board Approved March 13, 2012 Revised Reporting Forms May 1, 2015
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.

________________________________________

Board Approved March 13, 2012
5. Do you have an occupational skills credential/license? If so, what and expiration date.

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

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

8. What type of environment would you like to work in? _____Indoors _____Outdoors

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

---

**Employment History**

<table>
<thead>
<tr>
<th>Name of Employer Address/ City/State</th>
<th>Dates of Employment Start/End</th>
<th>Job Title</th>
<th>Beginning Hourly Rate Ending Hourly Rate</th>
<th>Reason For Leaving</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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**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.

<table>
<thead>
<tr>
<th>Trade</th>
<th># Of Years Experience</th>
<th>Trade</th>
<th># Of Years Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpentry</td>
<td></td>
<td>Drywall</td>
<td></td>
</tr>
<tr>
<td>Form Carpentry</td>
<td></td>
<td>Painting</td>
<td></td>
</tr>
<tr>
<td>Cement Forms Finisher</td>
<td></td>
<td>Drywall Hanger</td>
<td></td>
</tr>
<tr>
<td>Rough Frame Carpentry</td>
<td></td>
<td>Drywall Finisher</td>
<td></td>
</tr>
<tr>
<td>Finish Carpentry</td>
<td></td>
<td>Flooring</td>
<td></td>
</tr>
<tr>
<td>Finish Interior Carpenter</td>
<td></td>
<td>Carpet Installation</td>
<td></td>
</tr>
<tr>
<td>Finish Exterior</td>
<td></td>
<td>Tile Setting</td>
<td></td>
</tr>
<tr>
<td>Door Installation</td>
<td></td>
<td>Wood Flooring Installation</td>
<td></td>
</tr>
<tr>
<td>Window Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Machine Operation</strong></td>
<td></td>
<td>Misc. Items</td>
<td></td>
</tr>
<tr>
<td>Forklift</td>
<td></td>
<td>Appliance Installation</td>
<td></td>
</tr>
<tr>
<td>Boom/lift</td>
<td></td>
<td>Fencing</td>
<td></td>
</tr>
<tr>
<td>Bob Cat</td>
<td></td>
<td>Landscaping</td>
<td></td>
</tr>
<tr>
<td>Back Hoe</td>
<td></td>
<td>Plumbing</td>
<td></td>
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<tr>
<td>Excavator</td>
<td></td>
<td>Plumbing Fixture Install</td>
<td></td>
</tr>
<tr>
<td>Sweeper</td>
<td></td>
<td>Janitorial</td>
<td></td>
</tr>
<tr>
<td><strong>Electrical</strong></td>
<td></td>
<td>HVAC</td>
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</tr>
<tr>
<td>Security</td>
<td></td>
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</tr>
<tr>
<td>Electrical (wiring)</td>
<td></td>
<td>General Labor</td>
<td></td>
</tr>
<tr>
<td>Electrical (Connection)</td>
<td></td>
<td>Other 1</td>
<td></td>
</tr>
<tr>
<td>Electrical (Fixture Install)</td>
<td></td>
<td>Other 2</td>
<td></td>
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<td></td>
<td></td>
<td>Other 3</td>
<td></td>
</tr>
<tr>
<td><strong>Concrete/Masonry</strong></td>
<td></td>
<td>Other 4</td>
<td></td>
</tr>
<tr>
<td>Cement</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Steel Setter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Business</strong></td>
<td># Of Years Experience</td>
<td>List any Other Field</td>
<td># Of Years Experience</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Accountant</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Architect</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Social Service</td>
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<tr>
<td>File Clerk</td>
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<tr>
<td>Legal Aid Assistant</td>
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<tr>
<td>Receptionist</td>
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<tr>
<td>Mail Clerks</td>
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<tr>
<td>Clerical Assistant</td>
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<tr>
<td>Customer Service Rep</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Project Assistant</td>
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</tbody>
</table>
I. Please place an (X) by the area(s) in which you are interested in training.

<table>
<thead>
<tr>
<th>Area</th>
<th>Area</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpentry</td>
<td>Electrical</td>
<td>Painting</td>
</tr>
<tr>
<td>Carpet Installation</td>
<td>Cement / Masonry</td>
<td>Fencing</td>
</tr>
<tr>
<td>Drywall</td>
<td>Landscaping</td>
<td>Plumbing</td>
</tr>
<tr>
<td>Tile Setting</td>
<td>Wood Flooring installation</td>
<td>Iron Work</td>
</tr>
<tr>
<td>Machine Operation</td>
<td>HVAC</td>
<td>Appliance Installation</td>
</tr>
<tr>
<td>Bricklaying</td>
<td>Janitorial</td>
<td>General labor</td>
</tr>
<tr>
<td>Security</td>
<td>Window Installation</td>
<td>Door Installation</td>
</tr>
<tr>
<td>Fixtures Installation</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

II. Comments

[Blank lines for comments]
HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

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.

<table>
<thead>
<tr>
<th>BUSINESS NAME:</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>AVG. ANNUAL SALES (LAST 3 YEARS):</th>
<th>CURRENT NET WORTH:</th>
<th>DATE BUSINESS STARTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>PARENT COMPANY (IF AFFILIATE):</th>
<th>PREVIOUS BUSINESS NAME:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

OFFICERS, OWNERS, OR PARTNERS

<table>
<thead>
<tr>
<th>NAME</th>
<th>OFFICIAL CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

<table>
<thead>
<tr>
<th>NAME</th>
<th>OFFICIAL CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

BANK REFERENCE

<table>
<thead>
<tr>
<th>BANK NAME:</th>
<th>ADDRESS:</th>
</tr>
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<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>TELEPHONE NO.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.) QUALITY ASSURANCE

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Has the Bidder successfully completed three similar projects within the past five years?</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Over the past five years, has the Bidder completed all of their projects within the contract timeframe and budget?</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Over the past five years, has the Bidder ever been Terminated for Default by any public entity?</td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>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?</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>AGENCY/COMPANY NAME:</th>
<th>ACTIVITY:</th>
<th>DOLLAR AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
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<table>
<thead>
<tr>
<th>DATE COMPLETED:</th>
<th>CONTACT PERSON:</th>
<th>TELEPHONE NO.:</th>
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<tbody>
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<table>
<thead>
<tr>
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<th>ACTIVITY:</th>
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</table>

<table>
<thead>
<tr>
<th>DATE COMPLETED:</th>
<th>CONTACT PERSON:</th>
<th>TELEPHONE NO.:</th>
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<tbody>
<tr>
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<td></td>
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</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>SIGNATURE OF PRINCIPAL:</th>
<th>PRINTED NAME OF PRINCIPAL:</th>
<th>DATE SIGNED:</th>
</tr>
</thead>
</table>
HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WEST BANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

EMPLOYEE VERIFICATION AFFIDAVIT

(Employer)

STATE OF ________________________________

CITY/COUNTY OF ____________________________

I, __________________________________________ Being duly sworn, attests and says that:

(Authorized Signatory)

_________________________________________ a private organization,

(Name of Private Company/Employer)

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

Signature of ________________________________

(Authorized Signatory)

(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This _____________ day of ________________, 20________.

__________________________________________

Notary Public

My Commission Expires ________________
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
INTERIOR REPAIRS TO 1733 LAWRENCE ST., 1830 MARDI GRAS BLVD.

Contract Number
20-912-08

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

Signature of Authorized Designator

Date (mm/dd/yyyy)

Name of Authorized Designator

EVETTE HESTER, EXECUTIVE DIRECTOR

Name of Governmental Entity

HOUSING AUTHORITY OF NEW ORLEANS

Address

4100 TOURO STREET

City | State | ZIP

Acceptance of Agency

Signature of Contractor or Subcontractor Authorized Agent

Date (mm/dd/yyyy)

Name of Contractor or Subcontractor's Accepter

Name of Contractor

Address

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 its agent must contain provisions to authenticate the conferring of agency.
SAMPLE

HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
INTERIOR REPAIRS TO 1733 LAWRENCE STREET AND 1830 MARDI GRAS BOULEVARD,
WESTBANK SCATTERED SITES

REQUEST FOR QUOTES #20-912-08

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

Applicability. The following contract clauses are applicable and
must be inserted into small construction/development contracts,
greater than $2,000 but not more than $159,000.

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 therefor; (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 set 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 subcon-
tractor shall furnish the PHA with certificates of insurance
showing the following insurance is in force and will insure all
operations under the Contract:

Page 1 of 7

Form HUD-5370-EZ (1/2014)
(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, tools, 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;
   (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 charged by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a change 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 allowable 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: (1) 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 items 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.


(a) Minimum Wages.

(i) 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 contained 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.

(ii) 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 therefore only when all the following criteria have been met:

(a) The work to be performed by the classification is requested and 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.

(iii) 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.

(iv) 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.

(v) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(i) 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 for 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-I) 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:
(1) 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 employees 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).

(i) 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.
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 Twenty (120) 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 $251.00 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 ten-percent (10%) of the Direct Costs.

2. Add the following subparagraph to (f)(3):

   (ii) Profit on changes shall not exceed five-percent (5%) of Direct and Indirect 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.

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 Invitation for Bids, 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. 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

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: LA20190001 12/06/2019

Superseded General Decision Number: LA20180001

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 $10.60 for calendar year 2019 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 $10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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

https://beta.sam.gov/wage-determination/LA20190001/10/document

12/12/2019
5.1(a)(2)-(69). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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* ELEC0130-003 12/02/2019

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

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<th>Rates</th>
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<tr>
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ELEC0194-002 09/32/2019

BOSSIER, CADD, and WEBSTER PARISHES

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<tr>
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ELEC0446-002 09/01/2019
OUACHITA PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).............$ 18.41 1%+11.99

ELECO576-003 09/01/2019

RAPIDES PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).............$ 25.30 4.25%+8.10

ELECO861-002 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

ELECO995-003 12/31/2018

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).............$ 26.08 11.15
ST. TAMMANY PARISH

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<tr>
<td>ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems)</td>
<td>$25.04</td>
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* PLUMB0060-005 12/02/2019

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

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<tr>
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PLUMB00106-003 06/01/2014

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

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PLUMB0141-003 08/01/2019

BOSIER, CADDIO, AND WEBSTER PARISHES

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PLUMB0198-002 01/01/2016

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. JAMES (Northwestern Portion), ST. MARTIN (Eastern Portion), AND WEST
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<tr>
<td><strong>Rates</strong></td>
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<td>PLUMBER (including HVAC pipe)</td>
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<td>SHEEP0214-005 07/01/2009</td>
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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 |
| SHEEP0214-005 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) | $24.54 | 9.65 |
Rate and Fringes

**ROSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES**

### Sheet Metal Worker (Including HVAC duct)

<table>
<thead>
<tr>
<th>Rate</th>
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**SULA2004-012 06/15/2004**

### CARPENTER (including drywall)

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### PAINTER

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<tr>
<td>$12.71</td>
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### Power Equipment Operator

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<td>$13.00</td>
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### ROOFER

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**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: SUA2012-007 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 UANG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UANG-OH-0010 08/29/2014. UANG 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 UANG 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
Interior Repairs to 1733 Lawrence Street and 1830 Mardi Gras Boulevard,
Westbank Scattered Sites

Request for Quotes #20-912-08

Scope of Work

The Housing Authority of New Orleans (HANO) is seeking a General Contractor for the Interior Repairs at 1733 Lawrence Street (3-bedroom flat) and 1830 Mardi Gras Boulevard (3-bedroom handicap flat) at the Westbank Scattered Site.

The Work pursuant to this Contract includes, except as otherwise specified, includes all supervision, labor, fees, taxes, permit costs, equipment, materials, tools, temporary facilities and transportation and other direct or indirect costs and expenses incidental to the performance of the Work. The work required is comprised of renovating the two units so that they are ready for occupancy and meet HUD’s Housing Quality Standards. The contractor is to Field verify all Dimensions and Quantities.

The scope of work entails removing, replacing, installing, and repairing all materials which shall include flooring, walls, ceilings, preparation and painting, cabinets, counter tops, electrical, outlets, switches, plates, lighting, plumbing rough and finish, replace HVAC systems and convert to 410A Freon, sinks, faucets, tubs, toilets, bathroom fixtures, kitchen fixtures, appliances, wood trim, doors, stairs, handrails, windows, storm doors and all necessary components that will make a complete and fully functional unit and assure the work meets current building construction codes and practices. The contractor is to field verify all dimensions and quantities.

Below is a list of rooms in each unit and the approximate size. Measurements are estimates only. The contractor is still responsible to verify size and quantities.

1733 Lawrence Street – 3-B/R single flat unit

- Living Room (20x12)
- Kitchen (20x13)
- Hall closet (4x3)
- Hall Bath (6x8)
- Hall (4x25 & 6x4)
- Bedroom 1 (12x10) Closets (2x6 & 2x6)
- Bedroom 2 (12x11) Closet (2x6)
- WR Closet (7x4)
- M/Bedroom 3 (12x11) Closet (8x6)
- Master Bath (6x8 sf)
- All other closets included
1830 Mardi Gras Boulevard – 3-B/R single handicap unit

- Living Room (14x18)
- Kitchen (11x13)
- Hall W/R closet (6x3)
- Hall Bath (11x9)
- Hall (4x27 & 7x4)
- Bedroom 1 (14x11) Closets (2x7)
- Bedroom 2 (14x10) Closet (2x7)
- M/Bedroom 3 (18x11) Closet (8x4)
- Master Bath (6x8 sf)
- All other closets included
- NOTE: This unit has to meet all ADA code compliant regulations.

NOTE: General Requirements shall apply to all units in this contract and key notes shall be specific to each unit.

GENERAL REQUIREMENTS

1. All construction shall comply with applicable City, State and National Codes and Standards.

2. The Contractor is responsible for paying taxes and licenses as a result of his work.

3. The Contractor shall verify all dimensions and existing conditions prior to commencing work.

4. The Contractor shall be responsible for cleaning and removing dust and debris on a daily basis.

5. A full time superintendent, experienced and skilled in this type of construction work, shall be on the job at all times during all work. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be binding as if given directly to the Contractor.

6. The Contractor is responsible for providing his own trash removal. The Contractor shall consult with the Housing Authority for a location for the Contractor’s dumpster.

7. The Contractor shall protect all existing to remain and all new construction from damage during his work in progress. The Housing Authority must approve all repairs.

8. The Contractor is responsible for the replacement and/or repair at his own expense for any and all existing construction that is damaged by his work. This new repair or replacement work shall be done to the Owner’s satisfaction, or the Owner shall have the right to repair or replace damaged construction at the Contractor’s expense.

9. No hazardous or flammable materials are to be stored at the job site at any time.

10. The Contractor shall repair all existing surfaces to match existing wherever new work or demolition makes this necessary.

11. The Contractor shall visit the site and be familiar with all existing conditions.
12. Davis Bacon Wage Rates are in effect for this project and certified payroll must be submitted weekly.

NOTE: As per the Department of Labor (DOL) any employee on the Contractor's payroll must show deductions subtracted from payment. The Contractor cannot use 1099 in lieu of deductions. If the Contractor does not want to show deductions then all employees will be considered sub-contractors and will be required to submit their own certified payrolls.

13. The Contractor shall guarantee all work, and the work performed by his sub-contractors for one (1) full calendar year from the date of final acceptance, unless otherwise specified in writing.

14. Construction and work safety for the workers, the public, and building occupants is solely the Contractor's responsibility. Contractor shall take extra care to prevent damage to any vehicle parked around or near the building or any other property. The Contractor will be responsible for all damages incurred.

15. Building permits and filing of any work are part of this contract and will be the responsibility of the Contractor. Any costs associated with any permits, filing fees, inspections, licensing, etc. will be the responsibility of the Contractor.

16. Contractor is required to file the contract with the City of New Orleans Clerk of Court and provide documentation of contract recordation prior to the submission of the first Pay Application. Once the project is complete the Contractor will be required to obtain a Clear Lien and Privilege Certificate from the same department.

17. The Contractor shall thoroughly clean the entire unit of ALL furniture, trash, grease, dirt, dust, debris, smoke damage, graffiti, mirrors, wood boards, nails, tacks, screws, curtains, stickers, tape, etc. from ALL walls, ceilings, trim, etc. Apply an odor and stain blocking primer to ALL surfaces to ensure all stains are eliminated. Apply enough coats to ensure proper coverage.

18. The Contractor shall provide building and area security during construction.

19. The Contractor shall inspect and ensure all windows are in proper working condition. Replace All damaged and torn window screens.

20. The Contractor shall repair all existing surfaces to match existing wherever new work or demolition makes this necessary.

21. The Contractor shall be responsible for cleaning and removing all dust and debris on a daily basis.

22. The Contractor is responsible for providing his own trash removal. The Contractor shall consult with the Housing Authority for a location for the Contractor's dumpster.

23. The Contractor shall protect all existing to remain and all new construction from damage during work in progress. The Housing Authority must approve all repairs.

24. The Contractor is responsible for the replacement and/or repair at his own expense for any and all existing construction that is damaged by his work. This new repair or replacement work shall be done to the Owner's satisfaction, or the Owner shall have the right to repair or replace damaged construction at the Contractor's expense.
25. The Contractor will ensure that all bathroom ceramic tile & grout are completely cleaned.

26. Product submittals are required for each item stated in the General Requirements and specification sections.

**Flooring**

1. The Contractor will remove all carpet, vinyl and/or laminated flooring and old glue throughout unit. Contractor shall prep floors as recommended by the manufacturer to accept new flooring. Remove all existing base molding (wood or vinyl) and dispose of offsite.

2. The Contractor will furnish and install new Armstrong 6" x 48" Luxe Plank Vinyl Tile or approved equivalent flooring up to the point where you can create an easy transition to all existing areas. Install new transition strip wherever needed. Style, size, and color shall be selected by Owner. All flooring shall be cleaned as per manufacturer's recommendation.

3. The Contractor will furnish and install throughout unit new pine pre-primed wood finger-jointed base and shoe molding. Prep and caulk to prepare for paint.

**Drywall**

1. The Contractor will assess ALL drywall walls and ceilings for all areas that are easily detectable as a patch and replace. Match existing in size and finish.

2. The Contractor will replace ALL wet, mildewed and damaged drywall and bad patches on walls and ceilings throughout unit. Use water resistant drywall at all wet walls. Tape, float and texture all surfaces to prepare for paint. Ensure that ALL walls and ceilings have a smooth and even finish prior to painting. Match existing finish.

**Thermal and Moisture**

1. The Contractor will replace as needed any damaged or missing insulation with new at all exterior walls, party walls, and plumbing walls (r-13 faced).

2. The Contractor shall inspect and make all necessary repairs to ensure all windows are in proper working condition. Replace all damaged or broken sash, panes, glass, locks, balances, and screens. Match existing.

3. The Contractor will replace ALL window blinds with new 1" vinyl mini blind.

**Painting**

1. The Contractor will prep, prime and paint ALL surfaces to include walls, ceilings, wood trim, (standing and running), doors, base, shoe molding, etc. One (1) prime coat and two (2) finish coats. (Color to be selected by site staff). Note: Some Existing colors may require several coats of a stain blocker. Each unit may require several finish colors.

2. The Contractor will clean, prep and paint the exterior and interior side of ALL entry doors and all door wood trim. Match existing type of paint, color and finish.
Rough Carpentry

1. The Contractor shall remove ALL existing termite rotted rough lumber at attic access and approximately 300 feet of ceiling joist inside attic.

2. The Contractor shall furnish and install new treated rough lumber at attic access and approximately 300 feet of ceiling joist. Frame attic access opening to accept new attic stairs. Match existing rough lumber sizes.

Finish Carpentry

1. The Contractor shall remove All existing termite rotted and/or damaged wood trim (standing and running) around windows, doors and ceilings throughout unit.

2. The Contractor shall furnish and install ALL new wood trim (standing and running) throughout unit to include baseboards, shoe molding, window trim, stool & apron, door trim and attic stairs etc. Caulk, prep, prime and paint to match existing. (Colors to be selected by site staff).

3. The Contractor shall furnish and install a new Werner 8ft to 10ft Energy Seal Universal Fit Aluminum Attic ladder with 375lb maximum load capacity or and approved equal. Match existing rough opening size. Furnish and install a keyed lock on stairs.

4. The Contractor will repair and/or replace ALL damaged interior doors to match existing. 
   **NOTE:** The doors may vary in size.

5. Remove all existing vinyl base moldings and replace with a pine pre-primed wood finger-jointed base and shoe molding. Prep, caulk, to prepare for paint.

6. The contractor shall replace ALL damaged, rotted, flawed etc. crown molding trim throughout each unit. Caulk, prep, prime and paint. Match existing in size, style, grade and color.

Electrical

1. The Contractor will inspect the entire electrical system to ensure it’s in proper working condition and will meet current code. Repair or replace all necessary parts as needed (outlets, switches, wiring, breakers, panel box, etc.). The contractor shall replace all switch and outlet plates. Match existing in style and color.

2. The Contractor shall clean ALL electrical panel covers and relabel ALL breakers.

3. The Contractor shall remove ALL cable wire that is not properly in-closed in a box.

4. The Contractor will replace all exterior wall light fixtures and GFCI outlets at front and rear entry doors of units. Submit three medium grade samples to be selected by HANO. Replace all light bulbs in unit with an LED energy efficient bulb.

5. The Contractor shall provide All new medium grade electrical fixtures to include light fixtures, can lights and trim, heater vent light, ceiling fans, door bell, etc. Match existing in size and style. Replace all light bulbs in unit with an LED energy efficient bulb. Contractor shall provide 3 medium grade sample fixtures which HANO will select from.
6. The Contractor will replace ALL smoke detectors throughout unit. All smoke detectors shall be hardwired and synchronized.

**Mechanical**

1. Furnish and install new water heater, stand and all necessary components necessary to have a complete installation and ensure it meets current code.

2. The Contractor will inspect the entire plumbing system to ensure it’s in proper working condition and will meet current code. Repair or replace all necessary parts as needed. (Drain lines, vent lines, water lines, cut off valves, etc.) Also as needed rod all drain lines to assure no blockage, trash or debris is in the line. The Contractor will replace ALL sinks and tubs, faucets and showers. Match existing in size, style and color.

3. The Contractor will replace ALL dryer vent pipes in wash room closet.

4. The Contractor will replace the central HVAC system with a new 17 seer cooling and heating system and all necessary components to make a complete and fully functional system and to convert the existing system to accept the new 410A-refrigerant. All controls, power connections, existing supply and return ductwork and appurtenances shall be retained for re-connection with the new units. Any additional adjustments or components not listed herein which are required to complete the installation is solely Contractor's responsibility. Replace All thermostats.

5. The Contractor will furnish and install ALL new A/C register and return vents throughout unit. Match existing in size, style and color.

**Specialties**

1. The Contractor will treat entire unit for ALL types of insects: termites, roaches, spiders, ants, etc.

2. The Contractor will remove existing, furnish and install ALL new kitchen (wall and base) and bathroom cabinets, counter tops, vanities and sinks. Match existing in size, style, color and layout.

3. The Contractor will remove existing, furnish and install new toilets in ALL bathrooms. Match existing in size, style, color.

4. The Contractor will replace ALL bathroom accessories. (Towel bars, toilet seats, toilet paper holder, shower rod, medicine cabinet, mirror, etc.)

5. The Contractor will ensure that ALL bathroom fixtures, tubs, ceramic tile & grout are completely cleaned. Replace any damaged or cracked tiles. Repair any minor chips on tubs. Match existing in size, style and color.

6. The Contractor will repair or replace as needed all shelving and closet rods in closets throughout unit to match existing.

7. The Contractor will replace exterior storm doors at the front and rear entry of 1733 Lawrence Street and front entry of 1830 Mardi Gras Blvd and all necessary hardware. Match existing in size, style and color.

8. The Contractor will repair or replace the door bell system to assure it is in proper working condition. (Chimes, button, wire, transformer, etc.). If none exist.
9. The Contractor will replace **ALL** interior hardware to include door locks, hinges, door stops, ball catches, etc. NOTE: For the door stops, use the self-adhesive vinyl wall protector whenever possible.

10. The Contractor will replace all **appliances** to include stove, refrigerator and vent hood. HANO to provide the size, style and color.

11. The Contractor will install a new fire extinguisher in each unit.

12. Furnish and Install new weather strip and door sweep on **ALL** exterior doors. Match existing

13. Furnish and Install new mailbox at entrance to unit. Match existing.

14. The Contractor shall pressure wash and clean the front and rear entrances to units. Include walls, ceilings, porches, columns, etc.

**KEYNOTES**

**1733 Lawrence Street**

1. The Contractor will remove existing, furnish and install a new pre-hung metal entry door at front and rear of unit. Match existing in size, style and color.

2. The Contractor shall remove **ALL** existing termite rotted rough lumber at attic access and approximately 300 feet of ceiling joist inside attic.

3. The Contractor shall furnish and install new treated rough lumber at attic access and approximately 300 feet of ceiling joist. Frame attic access opening to accept new attic stairs. Match existing rough lumber sizes.

4. The Contractor will remove existing, furnish and install new closet doors in bed room 1. Match existing in size, style, and color.

5. Note, this unit has a lot of wood trim that has been heavily damaged by termites. If the Contractor finds any live termites, the Contractor shall have that area treated immediately.

**1830 Mardi Gras Blvd**

1. The Contractor will remove existing, furnish and install a new pre-hung metal entry door at front and rear of unit. Match existing in size, style and color.

2. The Contractor will remove the Christmas lights hanging at front gables.

3. The Contractor will replace the section of fascia board at left side of gable. Match existing in size, style and color.

4. The Contractor will replace the shut off valves in the wash room closet.
CONTRACT SPECIFICATIONS

SECTION 06100 – ROUGH CARPENTRY
SECTION 06200 – FINISHED CARPENTRY
SECTION 09650 – VINYL PLANK FLOORING
SECTION 09912 – PAINTING
SECTION 01330 - SUBMITTALS
SECTION 16020 – ELECTRICAL SYSTEMS

[THIS SECTION LEFT BLANK INTENTIONALLY]
SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product, indicate component materials and dimensions and include construction and application details.
   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer’s written instructions for handling, storing, installing, and finishing treated material.
   2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D5516 and ASTM D 5664.
   3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
   4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
   5. Preservative-treated wood.
   7. Power-driven fasteners.
1.4 QUALITY ASSURANCE

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

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Covers for lumber, plywood, and other panels shall provide for transmission of water vapors, polyethylene, sheet metal, and other impermeable materials shall not be used.

C. Store and handle products as recommended by the manufacturer for hot humid climates; remove binding materials from stored materials.

D. Store materials off the ground and away from standing water.

E. Discard materials that have warped, cupped, swell, delaminated or otherwise deteriorated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Gypsum Sheathing Board:
   a. American Gypsum Co.
   b. G-P Gypsum Corporation.
   c. National Gypsum Company.
   d. United States Gypsum Co.
   e. Approved equal.

2. Building Wrap:
   a. Celotex Corporation (The); Building Products Division.
   c. Parsec, Inc.
   d. Tenneco Building Products.
   e. Approved equal.

3. Metal Framing Anchors:
   a. Alpine Engineered Products, Inc.
   b. Cleveland Steel Specially Co.
   c. Harlen Metal Products, Inc.
   d. Simpson Strong-Tie Company, Inc.
2.2 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
   3. Provide dressed lumber, S4S, unless otherwise indicated.
   4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

B. Wood Structural Panels:

   1. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
   2. Thickness: As indicated and or as needed to comply with requirements specified.
   4. Factory mark panels according to indicated standard.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), used for sheathing and base plates.

   a. Preservative Chemicals: Chromated copper arsenate (CCA).
   b. Retention rate of 0.04 lbs./cu. ft.

B. Lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA P5 with inorganic boron (SBX).

   a. Retention rate of 0.42 lbs/cu.ft.

C. Kiln-dry material after treatment to maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements.

D. Application: Treat all rough carpentry, unless otherwise indicated and the following:

   1. Preservative treatment for wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Preservative treatment for wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
2.4 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another independent testing and inspecting agency.

1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
2. Use treatment that does not promote corrosion of metal fasteners.
3. Use Exterior type for exterior locations including all sheathing and where else as indicated.

2.5 DIMENSION LUMBER

A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

B. Construction or Stud grade and any of the following species:
   1. Mixed southern pine; SPIB.
   2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
   3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

2.6 MISCELLANEOUS LUMBER

A. General: Provide dimensional lumber field fabricated for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.
   3. Furring.
   5. Concealed boards.

B. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.7 SHEATHING

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

B. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
1. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" by G-P Gypsum Corp.
2. Type and Thickness: Regular, 1/2 inch thick.

C. Plywood Roof Sheathing: Exterior, Structural I sheathing.
   1. Span Rating: Not less than 32/16.
   2. Thickness: Not less than 5/8 inch.

2.8 SUBFLOORING AND UNDERLAYMENT

A. Plywood Combination Subfloor-Underlayment: DOC PS 1, Exterior, Structural I, C-C Plugged single-floor panels.
   1. Span Rating: Not less than 24 oc.
   2. Thickness: Not less than 7/8 inch.
   3. Edge Detail: Square.
   4. Edge Detail: Tongue and groove.
   5. Surface Finish: Fully sanded face.

B. Plywood Subflooring: Exterior, Structural I single-floor panels or sheathing.
   1. Span Rating: Not less than 24 oc.
   2. Thickness: Not less than 7/8 inch.

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

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

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

2.9 PLYWOOD BACKING PANELS

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

2.10 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
   1. Provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

B. Nails and Brads: ASTM F 1667.

C. Power-Driven Fasteners: CABO NER-272.
D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.11 METAL FRAMING ANCHORS

A. General: Provide framing anchors made from hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation, of structural capacity, type, and size indicated (not including the galvanized coating), and as follows:

1. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

B. Joist Hangers: U-shaped joist hangers 0.062 inch (15 gauge) thickness with 2-inch long seat and 1-1/4-inch wide nailing flanges at least 85 percent of joist depth. Style U; Simpson or equal.

C. Bridging: Rigid, V-section, nailless type, 0.062 inch thick (15 gauge), length to suit joist size and spacing. Style NC or NCA; Simpson or equal.

D. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick (9 gauge). EPB44T; Simpson or equal.

E. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.

2. Thickness: 0.062 inch.
3. Length: 24 inches or as indicated.

F. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2-1/4 inches wide by 0.062 inch thick (15 gauge). Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below. H7; Simpson or equal.
G. **Floor-to-Floor Ties:** Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches wide by 0.050 (16 gauge) inch thick by 36 inches long. Style LSTI; Simpson or equal.

H. **Hold-Downs:** Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base. Style PHD; Simpson or equal.
   1. **Bolt Diameter:** 3/4 inch.
   2. **Width:** 2-1/2 inches.
   3. **Body Thickness:** 0.138 inch (11 gauge).
   4. **Base Reinforcement Thickness:** 0.108 inch (10 gauge).

2.12 **MISCELLANEOUS MATERIALS**

A. **Building Paper:** Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.

B. **Building Wrap:** Air-retarder sheeting made from polyolefins; cross-laminated films, woven strands, or spun-bonded fibers; coated or uncoated; with or without perforations; and complying with ASTM E 1677, Type I.
   1. **Thickness:** Not less than 3 mils.
   2. **Permeance:** Not less than 10 perms.
   3. **Flame-Spread Index:** 25 or less per ASTM E 84.
   4. **Allowable Exposure Time:** Not less than three months.

C. **Building Wrap Tape:** Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.

D. **Sheathing Tape:** Pressure-sensitive plastic tape for sealing joints and penetrations in sheathing and recommended by sheathing manufacturer for use with type of sheathing required.

E. **Adhesives for Field Gluing Panels to Framing:** Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.

F. **Water-Repellent Preservative:** NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

**PART 3 - EXECUTION**

3.1 **INSTALLATION, GENERAL**

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

B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

C. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. CABO NER-272 for power-driven fasteners.
   2. Published requirements of metal framing anchor manufacturer.

E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

F. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

3.3 WOOD FURRING INSTALLATION

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

3.4 WOOD FRAMING INSTALLATION, GENERAL


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

3.5 WALL AND PARTITION FRAMING INSTALLATION

A. General: Arrange studs so wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Provide double bottom and top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Anchor or nail plates to supporting construction, unless otherwise indicated.
   1. For exterior walls, provide 2-by-6-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
   2. For interior partitions and walls, provide 2-by-4-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.

B. Construct corners and intersections with three or more studs. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
   1. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.

C. Fire block concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where fire blocking is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal thick lumber of same width as framing members.

D. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.
   1. For non-load-bearing partitions, provide double-jamb studs with headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 4 to 6 feet in width, 8-inch nominal depth for openings 6 to 10 feet in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
   2. For load-bearing walls, provide double-jamb studs for openings 6 feet and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated or, if not indicated, according to Table 602.7 in the International One- and Two-Family Dwelling Code.

E. Provide bracing in exterior walls, at both walls of each external corner, full-story height, unless otherwise indicated.

F. Provide bracing in walls, full-story height, unless otherwise indicated. Provide one of the following:
1. Diagonal bracing at 45-degree angle using let-in 1-by-4-inch nominal size boards.
2. Plywood panels not less than 48 by 96 inches applied vertically.
3. In lieu of bracing at corners or at locations indicated, continuous gypsum sheathing may be provided in panels not less than 48 by 96 inches applied vertically.

3.6 FLOOR JOIST FRAMING INSTALLATION

A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:
   1. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.

B. A frame opening with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.

C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches from top or bottom.

D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.

E. Lap members framing from opposite sides of beams, girders, or partitions not less than 6 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.

F. Anchor members paralleling masonry with 1/4-by-1-1/4-inch metal strap anchors spaced not more than 96 inches o.c., extending over and fastening to 3 joists. Embed anchors at least 6 inches into grouted masonry with ends bent at right angles and extending 4 inches beyond bend.

G. Provide solid blocking between joists under jamb studs for openings.

H. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
   1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.

I. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.
   1. Steel bridging installed to comply with bridging manufacturer’s written instructions.

3.7 CEILING JOIST AND RAFTER FRAMING INSTALLATION
A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.

   1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 2-by-4-inch nominal size stringers spaced 48 inches o.c. crosswise over main ceiling joists.

B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.

   1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.

   2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.

C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal size boards between every third pair of rafters, but not more than 48 inches o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.

D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions.

3.8 STAIR FRAMING INSTALLATION

A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:

   1. Stringer Size: 2-by-12-inch nominal size, minimum.

   2. Notching: Notch stringers to receive treads, risers, and supports; leave at least 3-1/2 inches of effective depth.

   3. Stringer Spacing: At least 3 stringers for each 36-inch clear width of stair.

B. Provide stair framing with no more than 3/16-inch variation between adjacent treads and risers and no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

3.9 WOOD STRUCTURAL PANEL INSTALLATION


B. Fastening Methods: Fasten panels as indicated below:

1. Combination Subfloor-Underlayment:
   a. Glue and nail to wood framing.
   b. Screw to cold-formed metal framing.
   c. Space panels 1/8 inch apart at edges and ends.

2. Subflooring:
   a. Glue and nail to wood framing.
   b. Screw to cold-formed metal framing.
   c. Space panels 1/8 inch apart at edges and ends.

3. Sheathing:
   a. Nail to wood framing.
   b. Screw to cold-formed metal framing.
   c. Space panels 1/8 inch apart at edges and ends.

4. Plywood Backing Panels: Nail or screw to supports.

3.10 GYPSUM SHEATHING

A. General: Fasten gypsum sheathing to supports with galvanized roofing nails; comply with GA-253 and manufacturer's recommended spacing and referenced fastening schedule. Keep perimeter fasteners 3/8 inch from edges and ends of units.

B. Install 24-by-96-inch sheathing horizontally with long edges at right angles to studs with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent board without forcing. Abut ends of boards over centers of studs and stagger end joints of adjacent boards not less than one stud spacing, two where possible.

3.11 BUILDING PAPER APPLICATION

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

3.12 BUILDING WRAP APPLICATION

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

3.13 SHEATHING TAPE APPLICATION
A. Apply sheathing tape to joints between sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

END OF SECTION
SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

B. Samples for Initial Selection: Color charts consisting of actual materials in small sections for siding for each type of material indicated.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer.

B. Fire-Test-Response Characteristics: Where fire-retardant materials are indicated, provide materials with specified fire-test-response characteristics as determined by a testing and inspecting agency acceptable to authorities having jurisdiction. Identify
materials with appropriate markings of applicable testing and inspecting agency on surfaces of materials that will be concealed from view after installation.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect materials against weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

B. Deliver interior finish carpentry only when environmental conditions meet requirements specified for installation areas. If finish carpentry must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install interior finish carpentry until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit work to be performed according to manufacturer’s written instructions and warranty requirements and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.

1.7 WARRANTY

A. Special Warranty for Siding: Manufacturer’s standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace siding that fails in materials or workmanship within specified warranty period. Failures include, but are not limited to, deformation or deterioration beyond normal weathering.

1. Warranty Period for Siding (Excluding Finish): 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Fiber-Cement Siding and Soffit Materials:
   a. Hardiplank; James Hardie.
   b. WeatherBoards; Certain Teed.
   c. Celotex; Celotex, Inc.
   d. Approved equal.
2.2 MATERIALS, GENERAL

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

B. Softwood Plywood: DOC PS 1.

C. Hardwood Plywood: HPVA HP-1.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

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

2.4 EXTERIOR STANDING AND RUNNING TRIM – CEMENT- FIBER

A. Flat Trim: Fiber-Cement four square smooth planks 1" to 3/4" in depth, width as indicated, if not indicated provide 5-1/2" to 6" wide planks, primed finish.

B. Select flat trim units to project a minimum of 1/4" past the adjacent siding.

2.5 EXTERIOR STANDING AND RUNNING TRIM - WOOD

A. Grade. Prime or D finish hem-fir; NLGA, WCLIB, or WWPA.
   1. Moldings for Opaque Finish (Painted): P-grade eastern white, Idaho white, ponderosa, or sugar pine.

B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from preservation treated kiln-dried stock and graded under WMMPA WM 4.
   1. Moldings shall be as indicated, if none are indicated provide 3 standard patterns available for each application where moldings would be used and as follows:

2.6 SIDING
A. Siding Textures and Patterns: Where indicated, provide primed cement-fiber siding as selected by Architect from manufacturer's full range with the following requirements:

1. Horizontal wood grain pattern.
2. Square edges, tapered planks.
3. Exposure as indicated or manufacturer's standard width as selected to limit trimming for installation of windows and doors.

2.7 EXTERIOR SOFFITS

A. Cement-fiber Soffits: Primed cement-fiber board, with board manufacturer's standard exterior enamel primer.

1. Type: 1/2-inch thick flat panels, wood-grain textured.

2.8 INTERIOR STANDING AND RUNNING TRIM

A. Lumber Trim for Opaque Finish (Painted): Finished lumber (S4S), solid lumber, of any listed species and grades:

1. Grade D Select eastern white pine, lodgepole, white woods, ponderosa, or sugar pine.
2. Grade A Finish alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar; NHLA.

B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from kiln-dried stock and graded under WMMPA WM 4.


2.9 SHELVING AND CLOTHES RODS

A. Shelving: 3/4-inch B-B Plywood with 1/2 inch thick hardwood edging.

1. Shelf Cleats: 3/4-by-5-1/2-inch boards with holes to receive clothes rods, of same species and grade indicated above for interior lumber trim for opaque finish.

B. Clothes Rods: 1-1/2-inch diameter, clear, kiln-dried hardwood rods or aluminum tubes.

2.10 STAIRS AND RAILINGS

A. Interior Stairs:

1. Treads: 1-1/16-inch, clear, kiln-dried, edge-glued, rift-sawn red oak or poplar stepping with half-round nosing.
2. Risers: 3/4-inch finish boards as specified above for interior lumber trim for opaque finish.
B. Interior Balusters and Railings: Clear, kiln-dried yellow poplar of pattern indicated, either solid or laminated.

C. Newel Posts: Clear, kiln-dried, turned yellow poplar newel posts of pattern and size indicated.

2.11 MISCELLANEOUS MATERIALS

A. Fasteners for Exterior Finish Carpentry: Provide nails or screws of stainless steel or hot-dipped galvanized steel, in sufficient length to penetrate minimum of 1-1/2 inches into substrate, unless otherwise recommended by manufacturer.

B. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, hot-dipped galvanized steel or stainless steel, required for application indicated to provide secure attachment, concealed where possible.

C. Flashing: Comply with requirements in Section 0-7620 "Sheet Metal Flashing and Trim" for flashing materials installed in finish carpentry.

D. Sealants: Comply with requirements in Section 07920 "Joint Sealants" for materials required for sealing siding work.

2.12 FABRICATION

A. Wood Moisture Content: Comply with requirements of specified inspection agencies and with manufacturer's written recommendations for moisture content of finish carpentry at relative humidity conditions existing during time of fabrication and in installation areas.

B. Back out or kerf backs of the following members, except members with ends exposed in finished work:
   1. Exterior standing and running trim wider than 5 inches.
   2. Interior standing and running trim, except shoe and crown molds.

C. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION
A. Clean substrates of projections and substances detrimental to application.

B. Before installing finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours[, unless longer conditioning is recommended by manufacturer].

C. Prime lumber for exterior applications to be painted, including both faces and edges. Cut to required lengths and prime ends. Comply with requirements in Division 9 Section "Painting."

3.3 INSTALLATION, GENERAL

A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.

1. Do not use manufactured units with defective surfaces, sizes, or patterns.

B. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.

3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.

4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/16-inch variation between largest and smallest treads and risers within each flight.

5. Coordinate finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

1. Match color and grain pattern across joints.

2. Install trim after gypsum board joint finishing operations are completed.

3. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.

4. Fit exterior joints to exclude water. Apply flat grain lumber with bark side exposed to weather.
3.5 SIDING INSTALLATION

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

B. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.

C. Install siding to comply with manufacturer’s warranty requirements.

3.6 STAIR AND RAILING INSTALLATION

A. Treads and Risers at Interior Stairs: Secure treads and risers by gluing and nailing to rough carriages. Cope wall stringers to fit tightly over treads and risers.

B. Balusters: Dovetail or mortise balusters into treads, glue, and nail in place. Let into railings and glue in place.

C. Newel Posts: Secure newel posts to stringers, rough carriages, and risers with countersunk-head wood screws and glue.

D. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws or rail bolts, and glue. Assemble railings at goosenecks, easements, and splices with rail bolts and glue.

3.7 ADJUSTING

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

3.8 CLEANING

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

END OF SECTION
SECTION 09850

VINYL PLANK FLOORING

PART 1 - GENERAL

1.01 SUMMARY

A. Provide vinyl plank flooring and all necessary floor preparation.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer’s product data and installation instructions for each material and product used.

B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

C. Extra Stock: Submit extra stock equal to 2% of total used.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer’s instructions.

B. Performance: Fire performance meeting requirements of building code and local authorities.

C. Provide materials and adhesives which do not contain asbestos.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Vinyl Plank Tile Flooring:
   2. Size: 6 by 48 inches.
   3. Size: 8.7 by 48 inches.
      a. Commercial grade.
      b. Light commercial grade.
      c. Residential grade.
   5. Wearing Surface: Smooth.

B. Auxiliary Materials:
   1. Edge strips and terminations.
   2. Feature strips and inlaid borders.
   3. Leveling compound.
PART 3 - EXECUTION

3.01 INSTALLATION

A. Comply with manufacturer's instructions and recommendations. Install in proper relation to adjacent work.

B. Prepare surfaces by cleaning, leveling and priming as required. Test adhesive for bond before general installation. Level to 1/8" in 10' tolerance.

C. Tile Flooring: Install tile with tight joints and with one-way pattern. Layout to prevent less than 1/2 tile units.

D. Clean, polish, and protect.

END OF SECTION
SECTION 09912 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SUBMITTALS

A. Product Data: For each product indicated.

B. Samples: For each type of finish-coat material indicated.

1.3 QUALITY ASSURANCE

A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.

1. Wall Surfaces: Provide samples on at least 100 sq. ft.
2. Small Areas and Items: Architect will designate items or areas required.
3. Final approval of colors will be from benchmark samples.

1.4 PROJECT CONDITIONS

A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.

B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.

C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.

D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Benjamin Moore & Co. (Benjamin Moore).
2. ICI Dulux Paint Centers (ICI Dulux Paints).
5. PPG Industries, Inc. (Pittsburgh Paints).
7. Tnemec

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

C. Colors: As selected from manufacturer's full range.

2.3 PREPARATORY COATS

A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
2. Zinc-Coated Metal Substrates: Galvanized metal primer.
3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.

1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
2. Zinc-Coated Metal Substrates: Galvanized metal primer.
3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

2.4 EXTERIOR FINISH COATS

A. Exterior Low-Luster Acrylic Paint:

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

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

2. ICI Dulux Paints; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
5. Approved equal.

2.5 INTERIOR FINISH COATS

A. Interior Flat Acrylic Paint:

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

B. Interior Low-Luster Acrylic Enamel:

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

C. Interior Semigloss Acrylic Enamel:

2. ICI Dulux Paints; 1406-XXXX Dulux Professional Acrylic Semi-Gloss Interior Wall & Trim Enamel.
5. Approved equal.

D. Interior Full-Gloss Alkyd Enamel for Gypsum Board:
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
5. Approved equal.

E. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces:
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
5. Approved equal.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with manufacturer’s procedures specified for inspection and acceptance of surfaces to be painted.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer’s written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
   a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
   b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
   c. If transparent finish is required, backprime with spar varnish.
   d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.

4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
   a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
   b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pre-treatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

E. Material Preparation:

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.

2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.

3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

G. Sand lightly between each succeeding enamel or varnish coat.

H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
   1. Omit primer over metal surfaces that have been shop primed and touchup painted.
   2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.

I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

K. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

L. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

M. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

N. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.2 CLEANING AND PROTECTING

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

B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting.

C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINT SCHEDULE

A. Concrete, Stucco, and Masonry (Previously painted surfaces):
   1. Acrylic Finish: Two finish coats.

B. Concrete, Stucco, and Concrete Unit Masonry (New construction):
   1. Acrylic Finish: One finish coat over a block filler at concrete masonry units; Two finish coats at Concrete and Stucco.
      a. Block Filler: Concrete unit masonry block filler.

C. Smooth Wood Trim:
   1. Alkyd-Enamel Finish: One finish coat over a primer, delete primer at previously painted surfaces, use two finish coats.

D. Ferrous Metal:
   1. Alkyd-Enamel Finish: One finish coat over a rust-inhibitive primer at new construction, two finish coats at previously painted metal.
      a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).

E. Zinc-Coated Metal (New construction):
   1. Alkyd-Enamel Finish: One finish coat over a galvanized metal primer.

F. Zinc-Coated Metal (Previously painted):
   1. Alkyd-Enamel Finish: Two finish coats.

3.4 INTERIOR PAINT SCHEDULE

A. Concrete and Masonry (Other Than Concrete Unit Masonry):
   1. Acrylic Finish: One finish coat over a primer.
      b. Finish Coats: Interior flat acrylic paint.

B. Concrete Unit Masonry (New construction):
1. Acrylic Finish: Two finish coats over a block filler.
   a. Block Filler: Concrete unit masonry block filler.
   b. Finish Coats: Interior flat acrylic paint.

C. Gypsum Board:
   1. Acrylic Finish: One finish coat (at previously painted gypsum board only); Two finish coats (at new construction only) over a primer.
      a. Primer: Interior gypsum board primer.

   2. Alkyd-Enamel Finish (Baths and Kitchens): Two finish coats over a primer at new construction; one finish coat over a primer at previously painted gypsum board.
      a. Primer: Interior gypsum board primer.
      b. Finish Coats: Interior semigloss alkyd enamel.

D. Wood:
   1. Alkyd-Enamel Finish: Two finish coats over a primer.
      b. Finish Coats: Interior full-gloss alkyd enamel for wood.

E. Zinc-Coated Metal:
   1. Alkyd-Enamel Finish: Two finish coats over a primer.
      b. Finish Coats: Interior semigloss alkyd enamel.

END OF SECTION
SECTION 16020 – ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes wiring, conduit, connectors, boxes and panelboards up to 600 volts.
   1. If surface mounted wireway components are indicated, refer to Section 16022 for that raceway and components.

B. This Section includes renovations and limited improvements to the electrical system as indicated and requires those items required by codes, reasonably inferred, and the following items:
   1. Electrical demolition.
   2. Building wire, connections, and splices for branch circuits and feeders.
   4. Light fixtures, duplex receptacles, switches, and cover plates.
   5. Empty boxes with solid cover plates and pull string for telephone and data outlets.
      a. Provide EMT conduit through joists, walls, and blocking from service locations to an interface location.
      b. Sleeved through wall EMT conduit and cap with pull string from the interface location through the exterior wall to establish a service drop for telephone and data wiring furnished by others.
   6. Connection of electrical power and control switches to items listed in other Sections:
      a. Range Hood.
      b. Heater Light Vent at Bathroom.
      c. HVAC System (electrical power only).

C. Systems and equipment furnished by approved manufacturers may require different number or arrangement of conductors than that indicated, in such cases, provide the wiring and components as required to properly service the equipment or system at no additional cost to HANO.

D. The drawings are schematic and final location of the components and wiring may be adjusted to locations within 5 feet of those shown at no additional cost to HANO.

1.2 QUALITY ASSURANCE

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

C. Manufacturers: Firms regularly engaged in manufacture of electrical components of types required, whose products have been in satisfactory use in similar service for not less than 5 years.

D. Special Warranty: Provide 2 year written warranty covering all wiring and components furnished and installed in that the Contractor agrees to supply and install, free of charge, complete replacement of failed component.

1.3 DELIVERY, STORAGE AND HANDLING

A. Deliver wiring according to NEMA WC-26.

B. Deliver other components in manufacturer’s standard packaging.

C. Securely store materials protected from the weather, condensation, dirt, and construction debris.

D. Do not install damaged or defective materials. When found, remove unsuitable materials from the project site.

PART 2 – PRODUCTS

2.1 MATERIALS

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

2.2 WIRING

B. Wire up to No. 12 AWG shall be single conductor annealed copper, 600 volt thermoplastic insulation with nylon jacket, suitable for use wet or dry locations, temperatures not to exceed 90 degrees C, NEC Type THHN.

C. The use of aluminum conductors is prohibited.

D. Wire and cable shall be as manufactured by Anaconda, Okonite, Triangle or approved equal.

2.3 CONDUIT

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

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B. Approved manufacturers of EMT include but are not limited to the following:
   1. Allied Tube and Conduit.
   2. Triangle PWC, Inc.
   3. Wheatland Tube Co.

C. RMC (Rigid Metallic Conduit) shall be heavy walled galvanized steel conduit complying with ANSI C80.5. Fittings shall be cast or malleable iron, cadmium or zinc-plated with taper threads and tapped holes for screws attaching neoprene gasket cover of an appropriate material. Fittings shall be provide maximum wiring space Appleton Form 35, Crouse-Hinds Form 7, or approved equal.

D. Approved manufacturers of RMC include but are not limited to the following:
   1. Allied Tube and Conduit.
   2. Triangle PWC, Inc.
   3. Wheatland Tube Co.

2.4 BOXES

A. Boxes: Galvanized steel in compliance with NEC 370-20 and NEMA OS 1 grounded in accordance with NEC, Article 250.

B. Sheet metal boxes for exterior and wet locations shall comply with NEMA OS 1, cast-metal boxes shall comply with NEMA FB 1, Type FD with gasketed cover.

2.5 DEVICES

A. Standard Receptacles: Commercial specification Grade with corrosion-resistant plated steel strap locked in impact-resistant face. Duplex receptacles, straight blade heavy-duty, 60Hz, UL listed with screw side connections and corrugated bearing pads. Pass & Seymour CRB 526X (15 A) or CRB536X (20A) series or equal. Provide weather resistant die cast aluminum covers with gasket and closing lids at exterior locations.

B. GFCI Receptacles: Feed-through with integral NEMA WD 6 configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Units to fit within a standard 2-3/4 inch deep outlet box; “test” and “reset” buttons on face.


D. Wall Plates: Smooth plastic modular, configured to match where being installed, color as selected with matching finished mounting screws. TP Series (3/16-inches higher and wider than standard) by Pass & Seymour or equal.

C. Approved manufacturers of devices include but are not limited to the following:
   1. Eagle Electrical Manufacturing Co.
2.6 SAFETY SWITCHES

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

2.7 DISTRIBUTION PANELS

A. NEMA I enclosure UL Listed, dead front construction, incorporating switching and protective devices, copper busbars, full-size ground bus with suitable lugs for each feeder requiring a neutral connection recessed mounted unless otherwise indicated. Molded case current-limiting circuit breakers with trip units interchangeable within frame size. Spaces for future switching and protection devices shall be bussed for the maximum device that can be fitted into them. Panelboards shall comply with standards of NEMA, NEC, and Federal Specification 115a.

B. Panelboard ratings shall be established by UL standards to assure that any conductor of bus bar temperature not exceed 50 degrees C. above ambient.

C. Circuit breakers in panelboards UL listed molded case center over toggle-type mechanism, providing quick-make, quick-break action, trip indication by handle position. Multiple pole breakers shall have a common trip.

D. Interiors of panelboards shall be factory assembled and provide for replacement of switching and protective devices without removing.

E. Basis of Design: Cutler-Hammer; Type PRL1a. Approved manufacturers and furnishing equal panelboards include but are not limited to the following:

   1. Siemens, Inc.
   2. General Electric Co.
   3. Square D Co.

2.7 SMOKE DETECTORS

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

B. Basis of Design: Firewolf Advanced P/E Smoke Detector by Napco.

2.7.1 FIXTURES:
A. Commercial type with standard mogul base for incandescent lamps, medium bi-pin for fluorescent lamps.

B. All fixtures in a unit shall have the same color metallic trim.

PART 3  EXECUTION

3.1  INSTALLATION

A. Install as per manufacturer's installation instructions, NEC, and requirements of the City of New Orleans. Obtain necessary inspections from the City of New Orleans sequenced with other work.

B. Test existing circuits for continuity and inspect system components for physical damage. Remove defective and replace with new components discovered to be defective. Remove shorted or damaged wiring and replace with new if required for new layout. Verify proper grounding of system and or install new ground electrode and wiring prior to installing any new work.

C. As far as practicable, feeder wiring shall be continuous from origin to termination. If required, splices shall occur in pull boxes with sufficient slack at the terminals.

D. Provide EMT conduit for conductors concealed within finished walls, ceilings or floors. Provide RMC for conductors underground, connecting service drops (weather heads) to meter pans and from meter pans to panelboards. Use surface mounted raceways at existing interior masonry or concrete construction as indicated and if not indicated as authorized by HANO.

E. Install pull and junction boxes as indicated and as may be required to avoid obstructions and facilitate installation of wiring and components. Connections and splices shall occur only in outlet, junction, or other types of boxes. Splices and direct connections shall not occur in conduit.

F. Solidly anchor boxes to framing set to flush out with gypsum board, other wall finishes, and trim if necessary. Support of boxes by conduit or tubing is prohibited.

G. All cable terminals, taps and splices shall be made using copper or copper alloy solderless pressure type connectors. Connectors shall be taped with No. 33 Scotch Electrical Tape. Conductors up to and including No. 8 to be pigtail spliced with Scotchlock Type B or R connector or Ideal two piece connector having a metallic crimp type connector with a insulating plastic cover.

H. Locate disconnect switches and weatherproof service duplex receptacle adjacent to the air conditioning compressor units within sight of equipment being served.
I. Locate new outlets at 18-inches above the floor if all outlets in the room are being replaced; otherwise mount outlets at same height as existing outlets.

J. Locate switches at standard heights mandated by the ADA and coordinated with door locations and swings. If existing switches are to remain in service, mount new switches in the same room at the same height as existing.

K. Install smoke detectors at locations required powered by an un-switched line, and that alarm initiation by one detector activities all other detectors. Test detectors prior to final inspection. Identify the un-switched conductors in the panel box and in concealed spaces with a red painted mark not less than 2-inches wide at 12-inches o.c. and at connection points.

L. Test all wiring for continuity prior to energizing.

M. Install temporary porcelain base single bulb lighting fixtures or similar low cost fixtures for construction usage. Install new fixtures after painting operations are completed. Install all fixtures firmly anchored to supporting construction. Do not support lights from ducts, conduit or other construction not recommended by the fixture manufacturer.

N. Protect devices and plates during painting and other finish operations.

H. Megg and test the electrical system to verify continuity, proper consistent grounding of each outlet, and equal balancing of loads. Identify circuits and provide that information at the panelboard directory and on Record Drawings.

I. Prior to Substantial Completion install new lamps in incandescent fixtures.

END OF SECTION