



**INVITATION FOR BIDS FOR**  
**UNIT RENOVATIONS AT FISCHER III HOUSING COMMUNITY**  
**1638 HERO RE-BID**

IFB No. 25-911-19

SUBMISSION DATE: June 23, 2025 @ 2:00 PM CST

BID OPENEING: June 23, 2025 @ 2:30 PM CST

**PREPARED BY:**

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

ISSUED: May 20, 2025

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IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	Paul Marquette, Sr. Procurement Specialist Telephone: 504-670-3447 E-mail: pmarquette@hano.org
HOW TO OBTAIN THE IFB DOCUMENTS ON HANO'S WEBSITE	<ol style="list-style-type: none"> <li>1. Access <a href="http://www.hano.org">www.hano.org</a>.</li> <li>2. Click on the "Business" tab on the blue taskbar.</li> <li>3. Click on "Active Solicitations" and go to the specific solicitation.</li> <li>4. If you have any problems accessing the IFB documents, please contact Procurement at <a href="mailto:procurement@hano.org">procurement@hano.org</a>.</li> </ol>
PRE-BID CONFERENCE/SITE VISIT	<p><b>A Pre-Bid Conference</b> will be held via Zoom on Date June 9, 2025, at 10:00am</p> <p>Zoom Info  <a href="https://us04web.zoom.us/j/75432589396?pwd=SrLSoaSNLAceo8AnwxT1KXXbq4whyG.1">https://us04web.zoom.us/j/75432589396?pwd=SrLSoaSNLAceo8AnwxT1KXXbq4whyG.1</a>            Meeting ID: 754 3258 9396      Passcode: 3G6fq8</p>
QUESTION SUBMITTAL DEADLINE	June 16, 2025, at 5:00pm. Any questions received after this date and time will not be answered
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> <li>1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB.</li> <li>2. As instructed within Section 3.0 of the IFB document, deliver <b>one (1)</b> complete set clearly marked or stamped "original" of the required submittals in a <b>sealed</b> envelope clearly marked with the words "<b>BID Documents</b>" to HANO's Procurement and Contracts Department (address below).</li> </ol>
BID SUBMITAL RETURN AND DEADLINE	June 23, 2025, at 2:00pm Housing Authority of New Orleans Procurement and Contracts Department 4100 Touro Street New Orleans, LA 70122

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

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal after bid opening and without the written consent of HANO's Contracting Officer (CO).
- 1.6 Right to Negotiate.** Negotiate with the apparent, low bidder.
- 1.7 Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.
- 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** HANO's website and Procurement Staff are the only official and appropriate means to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the website.

**2.0 SCOPE OF WORK**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SCOPE OF WORK THE BASE BID**

**A. Selective demolition of exterior siding, sheathing, insulation, and studs as required to make structural repairs to the building as shown on the drawings.**

**B. Selective demolition of interior cabinets, drywall, flooring, etc as required to make interior repairs to the building as shown on the drawings.**

- C. Addition of structural studs as shown on the drawings.**
- D. Replacement of exterior sheathing, siding, insulation, and moisture barrier as shown on the drawings.**
- E. Exterior paint for the repaired areas as shown on the drawings.**
- F. Replacement of gutter downspout as shown on the drawings.**
- G. Replacement of exterior window as shown on the drawings.**
- H. Replacement of interior lower and upper cabinets as shown on the drawings**
- I. Replacement of countertops as shown on the drawings**
- J. Replacement of flooring as shown on the drawings**
- K. Removal and replacement/resetting of appliances and plumbing fixtures as shown on the drawings.**
- L. Renovate ½ bath per drawings**
- M. Replace all lighting fixtures throughout the unit**
- N. Replace washer and dryer**
- O. Replace range**
- P. Replace window blinds throughout the unit**
- Q. Repair exterior trim**
- R. Repair door jamb**
- S. Repair/Replace interior door pulls and knobs as needed**
- T. Replace window**
- U. Renovate 2 full baths**
- V. Replace flashing between balcony and exterior wall**
- W. Replace flooring where damaged**
- X. Replace ceiling fans in all bedrooms**
- Y. Repair handrail in stairwell**
- Z. Paint all interior walls, ceiling, and trim**
  
- AA. Demolish and replace all balcony floorboards**
- BB. Repair ceiling drywall**

**1.3 GENERAL**

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer/architect.**
- B. The Contractor shall perform the work and make ready for use of the building. If any damages to existing equipment or the building are made during construction, contractor will rectify at his own cost.**

- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.**
- D. Protect all existing building components and contents from damage. It is intended that any existing building components and contents in place shall be repaired to original condition if damaged by work of this Contract.**
- E. Contractor shall verify all field and project conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the NE ten (10) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.**
- F. The work "provide" as used in these specifications and on the drawings will be termed to mean "furnish and install".**
- G. Visit and examine the project site with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections as applicable.**
- H. All work shall be performed in a neat and workmanlike manner and in accordance with all codes, standards, and requirements of the industry.**
- I. Check all specifications and all drawings and bring to the attention of the NE any conflicts or variations as shown or noted.**
- J. Specifications and accompanying drawings apply to all material and/ or labor for construction of work specified herein and shown on drawings.**
- K. The Contractor shall pay for all taxes, license, and permits required for execution of the work. Note: This is a sales tax-exempt project. Refer to the Front-End documents in Bid Package.**
- L. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, provide request of clarifications in writing to HANO's Procurement Department. Refer to Front-End Documents in Bid Package.**
- M. The drawings and the specifications are complementary and what is shown and/or called for shall be furnished and installed the same as if shown and/or called for in the other.**
- N. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, submit requests for clarifications in writing to HANO's Procurement Department. Refer to the Front-End Documents in the Bid**

**Package. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.**

#### **1.4 WORK SEQUENCE**

- A. Contractor is responsible for work sequence.**

**1.5 CONTRACTOR USE OF PREMISES**

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

**1.6 CONSTRUCTION AREAS**

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

**END OF SECTION**

**SECTION 01045**

**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SCOPE OF WORK**

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

**1.3 DESCRIPTION**

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

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

**1.4 SUBMITTALS**

**A. For cutting not indicated to be performed in the documents, submit a written request to A/E three (3) working days in advance of executing any cutting or alteration which affects:**

- 1. The structural value or integrity of any element of the Project.**
- 2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.**
- 3. The efficiency, operational life, maintenance, or safety of operational elements.**
- 4. The visual quality of sight-exposed elements.**

**B. The request shall include:**

- 1. Identification of the Project.**



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

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

Comply with specifications and standards for each specific product involved.

## **PART 3- EXECUTION**

### **3.1 INSPECTION**

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

### **3.2 PREPARATION**

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project which may be

exposed by cutting and patching work.

- D. The Contractor shall be responsible for and shall properly protect all conduit, wires, equipment, drains, pipes, and other property of the Owner's or public service corporations which are not noted to be demolished or removed.

### 3.3 PERFORMANCE

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

END OF SECTION

### SECTION 01300 SUBMITTALS

#### PART 1 - GENERAL

##### 1.1 GENERAL:

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

##### 1.2 DESCRIPTION OF WORK:

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

**I. Submittal Schedule**

2. **Shop Drawings**
3. **Product Data**
4. **Samples**

**B. Administrative Submittals:**

**I. Refer to Division-I and other Contract Documents for requirements for administrative**

**submittals. Such submittals include, but are not limited to:**

- a. **Permits**
- b. **Applications for payment**
- c. **Performance and payment bonds**
- d. **Insurance Certificates**

**1.3 SUBMITTAL PROCEDURES:**

**A. Submittal Preparation:**

**I. Place a permanent label, title block, or submittal data sheet (sample at end of this Section) attached to each individual submittal for identification.**

2. **Include the following information on the label for processing and recording action taken:**
  - a. **Project name**
  - b. **Date**
  - c. **Name and address of Architect**
  - d. **Name and address of General Contractor**
  - e. **Name and address of Owner**
  - f. **Name, phone number and address of subcontractor**
  - g. **Name, phone number and address of supplier**
  - h. **Name and phone number of manufacturer and his representative**
  1. **Number and title of appropriate Specification Section and Article/ Paragraph, as appropriate**
  - J- **Drawing number and detail references, as appropriate**
  - k. **General Contractor's review stamp**

- l. **Area for Architect's review comments**

**1.4 SUBMITTAL SCHEDULE:**

- A. **The General Contractor shall prepare and submit to the Architect prior to the Date of**

Commencement a schedule of Shop Drawings and Submittals as required in the Contract Documents. Schedule shall fix dates for submission, and the lead time for each submittal as related to requirements for return receipt for submittal to expedite delivery of material to maintain Progress Schedule. It is to be understood that this Schedule will be subject to change from time to time in accordance with the progress of the work.

B. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the General Contractors construction schedule.

C. Submittal log shall be updated by the General Contractor monthly until all submittals are approved by the Architect and related Consultants.

**1.5 STAFFNAMES:**

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

**1.6 LIST OF SUBCONTRACTORS:**

A. The list of subcontractors required shall be submitted to the Architect no later than ten (10) days from the Date of Commencement. This list shall include the names of manufacturers, material suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into this project.

B. The General Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

**1.7 SHOP DRAWINGS:**

**A. General:**

1. Each submittal shall be complete with a "Submittal Data" sheet completely filled out with all requested information including the General Contractor's stamp. A sample "Submittal Data" sheet is included at the end of this section.

2. All submittals shall be dated and shall contain the project name; description or names of equipment; materials or equipment which are to be installed, reference to the Section of Specifications where it is specified and Drawing number where shown.

**B. Shop Drawings:**

1. Submit legible, reproducible prints of each drawing. Each drawing shall have a clear space for stamps. When phrase "by others" appears on Shop Drawings, General

Contractor shall indicate on drawing who is to furnish material or operations so marked before submittal. When Shop Drawings are checked "resubmit", or words of like meaning, General Contractor shall correct and submit new reproducible prints for approval to the Architect. After

completion of checking of each submission of Shop Drawings, the Architect will return prints to General Contractor. For use of all trades, the General Contractor shall provide such numbers of prints as are required for field distribution.

2. General Contractor shall review and approve submittals prior to submission to Architect.
3. Failure to do so may result in return of submittal to General Contractor without Architect's review.
4. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, General Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
5. The responsibility for coordinating the Shop Drawings including technical data, capability (warranted and implied), sizing, color, texture, etc. shall be the sole responsibility of the General Contractor. The coordination between subcontractor and/ or material supplier shall be the responsibility of the General Contractor. The Project Coordinator shall be responsible to supervise this activity.
6. The Architect will review each of the General Contractor's submittals one initial time and, should resubmittal be required, one additional time to verify that the reasons for resubmittal have been addressed by the General Contractor and corrections made. Should additional resubmittals be required, the General Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary to review such additional resubmittals.

**C. Sheet Size:**

1. Submit Shop Drawings on sheets 30" x 42" or 2411 x 36".
2. HANO copy of approved shop drawings shall be on 11"x 17" and in PDF on flash 23 drives(s). Flash drive(s) shall be labeled: 1638 HERO BOULEVARD - SHOP DRAWINGS.

**1.8 SAMPLES:**

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

**1.9 DELIVERABLES OF SUBMITTALS:**

**A. Submit to HANO shall receive one (1) hard copy and one (1) electronic copy in PDF on flash drive(s) of all "Approved" submittals. Flash drive(s) shall be labeled: 1638 HERO BOULEVRD - SHOP DRAWINGS.**

**PART 2 - PRODUCTS**

**Not applicable**

**PART 3 - EXECUTION**

**Not applicable**

**END OF SECTION**

**SUBMITTAL DATA**

**SUBMITTAL DATE: NAME OF PROJECT: OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**SUBCONTRACTOR:**

**SUPPLIER/MANUFACTURER:**

**SPECIFICATION DIVISION NO.:**

**SPECIFICATION PARAGRAPH NO.: DRAWING REFERENCE: CONTRACTOR'S APPROVAL STAMP:**

**SECTION QJ3J5**

**PROGRESS SCHEDULES**

**PART 1 - GENERAL**

**1.1 GENERAL:**

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

**1.2 DESCRIPTION OF WORK:**

A. Work Specified in This Section:

I. This Section specifies administrative and procedural requirements for the progress schedules and reporting progress of the Work.

B. Refer to General Conditions and the Agreement, for definitions and specific dates of Contract Time.

**1.3 RELATED WORK:**

A. Division 0 General Conditions of the Contract

B. Division 0 - Supplementary General Conditions

**1.4 QUALITY ASSURANCE:**

A. The General Contractor as "Project Coordinator" shall provide the progress scheduling services,

including planning evaluating and reporting.

B. General Contractor shall deliver the schedules to the Architect within 48 hours of request.

**1.5 PROGRESS SCHEDULE:**

A. Schedule Format:

I. Bar Chart Schedule:

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

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

- 1) Date of Notice To Proceed
- 2) Dates of major activities critical for other work
- 3) Dates scheduled for delivery of major items of equipment
- 4) Dates scheduled for completion of installation of major items of equipment

5) The anticipated date of Substantial Completion

6) The date of Substantial Completion of the project, as established by the Contract

7) The date of Final Completion of the project, as established by the Contract

A. Phasing:

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

C. Format:

1. Display the full network or bar chart on opaque prints of sufficient width to show data clearly for the entire construction period. Prints shall be a maximum of 1111 x 1 r for reproducibility.

2. Mark the critical path. Locate the critical path near the center of the network/ chart; locate paths with the most float near the edges.

3. Sub networks on separate sheets are permissible for activities clearly off the critical path.

D. Schedule Updating:

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

## **PART 2 - PRODUCTS**

Not Applicable

## **PART 3 - EXECUTION**

Not Applicable

**END OF SECTION**

## **SECTION 01700 - PROJECT CLOSEOUT**

### **PROJECT CLOSEOUT**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION OF WORK:**

A. Work Included in This Section:

1. This Section specifies administrative and procedural requirements for project closeout, including, but not limited to, the following:

a. Inspection procedures



- b. Project record document submittal
- c. Operating and maintenance manual submittal
- d. Submittal of warranties
- 2. Closeout requirements for specific construction activities are included in the appropriate Sections.

**1.2 RELATED WORK:**

- A. Division O -General Conditions of the Contract
- B. Division O - HUD General Conditions (Form 5370) and Supplemental Conditions
- C. Division O Special Conditions
- D. Section 01 300 - Submittals

**1.3 SUBSTANTIAL COMPLETION:**

**A. General:**

1. The Work will only be considered suitable for Substantial Completion when all work indicated in the bid documents is complete. The project shall be complete in its entirety.

2. Upon Substantial Completion of the Work and upon application by the General Contractor and recommendation by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

**B. Forms:**

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

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

1. The General Contractor considers the Work, or a portion thereof which the Owner agrees to with no separation, is substantially complete, the General Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the General Contractor to complete all Work in accordance with the Bidding and Contract Documents.

2. Advise Owner of pending insurance change-over requirements and submit consent of surety.

3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

5. Deliver tools, spare parts, extra stock, and similar items.
6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
7. Remove temporary facilities, construction equipment and temporary services. Restore disturbed items to original condition or better.
8. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
9. Submit an acceptable copy of the HVAC Test and Balance Reports (if applicable).
- I 0. Submit all Final Inspections Certificates along with a Use and Occupancy Certificate.

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

1. On receipt of a request for inspection for Substantial Completion, the Architect will either proceed with inspection or advise the General Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the General Contractor of construction that must be completed or corrected before the certificate will be issued.
2. The Architect will repeat inspection when requested in writing by the General Contractor and assured that the Work has been substantially completed and all items that were incomplete have been corrected.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

**E. Re-inspection Procedure:**

1. In the event that more than the two inspections by the Architect described above

are made necessary by the failure of the General Contractor to complete the Work, or to complete or correct items identified on the list of such items, the General Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.

2. Upon completion of re-inspection, the Architect will prepare a Partial Certificate of Substantial Completion and a final Certificate of Substantial Completion at the end of the Work, or advise the General Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Substantial Completion.

#### **1.4 FINAL ACCEPTANCE:**

- A. At the completion of the Project prior to receiving final payment, the General Contractor shall furnish the Owner, through the Architect, properly signed and notarized waivers of lien from all

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

**B. Preliminary Procedures:**

**1. Before requesting final inspection for final payment, complete the following (list exceptions in the request):**

- a. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance (by initialing each individual item), and the list has been endorsed and dated by the Architect**
- b. Submit record drawings, maintenance manuals, final project photographs, and similar final record information**
- c. Submit Consent of Surety to Final Payment (AIA G707)**
- d. Submit evidence of final, continuing insurance coverage complying with insurance requirements**
- e. Guarantees, Warranties and Bonds**
- f. Spare parts and Maintenance Materials**
- g. Certificate of Insurance for Products and Completed Operations**
- h. Certificate of Occupancy, if required**
- 1. All remnants required by the Contract Documents**
- J. Any other items as required by the Architect and/ or Owner**

**1.5 RECORD DOCUMENT SUBMITTALS:**

**A. General:**

**1. The General Contractor shall record on the Record Drawings maintained at the site all changes and selections made during construction and shall locate by dimensions**

**showing actual field measurements of all major items which will be concealed in the completed work. These items shall include the location of piping repaired or replaced and items above hard ceilings such as repairs of ducts, piping, etc.**

**2. Dimensions are to be taken from face of building lines to centerline of piping or conduit.**

**3. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.**

**B. Record Drawings:**

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

**C. Record Specifications:**

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

**D. Shop Drawings:**

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

**E. Miscellaneous Record Submittals:**

- 1. Refer to other Specification Sections for requirements of miscellaneous record-**

**keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect**

for the Owner's records.

**F. Electronic Record Documents:**

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

**1.6 MAINTENANCE MANUAL AND INSTRUCTIONS:**

**NOT REQUIRED**

**1.7 INSTRUCTIONS:**

**NOT REQUIRED**

**PART 2 - PRODUCTS**

**Not Applicable**

**PART 3 - EXECUTION**

**Not Applicable**

**END OF SECTION**

**INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero**

**“NO BID” RESPONSE FORM**

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

**Check all that apply:**

- ☐ I am submitting a “No Bid” at this time.

**Please keep my name on the Agency’s Bidder’s List**

- ☐ Too busy at this time
- ☐ Job too small
- ☐ Job too large
- ☐ Territory too large to cover
- ☐ Cannot meet delivery requirements
- ☐ I cannot meet the Terms and Conditions of the solicitation because:
- ☐ I do not provide products/services of this nature.
- ☐ Insufficient time to respond to solicitation
- ☐ Unable to meet bond/insurance requirements
- ☐ Specifications too restrictive. Please explain: \_\_\_\_\_

\_\_\_\_\_

- ☐ Specifications unclear. Please explain: \_\_\_\_\_

\_\_\_\_\_

- ☐ Other: \_\_\_\_\_

- ☐ Please remove my name from this product/service category. I wish to submit a revised Vendor Registration Form. You may receive a copy by email by contacting Procurement at [procurement@hano.org](mailto:procurement@hano.org).

- ☐ I no longer wish to do business with Housing Authority of New Orleans. Please remove my name from the Agency’s Source List(s).

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Email

Please return this completed form to:  
**Housing Authority of New Orleans**  
Procurement and Contracts Department  
4100 Touro Street  
New Orleans, LA 70122  
Email: [procurement@hano.org](mailto:procurement@hano.org)

3.0 BID SUBMITTALS.

[Table No. 3]

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

3.1.6	<b>Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form</b> This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment I <b>(REQUIRED)</b>
3.1.7	<b>Certification of Contractor Non-Exclusion</b> Attachment J <b>(Required)</b>
3.1.8	<b>Subcontractor/Joint Venture Information.</b> The bidder shall identify whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the preceding submittals must also be included for any major subcontractors (10% or more) or from any joint venture. <b>(If you do NOT plan to subcontractor, include your statement on letter head and include in bid submittal)</b>
3.1.9	<b>E-Verification Affidavit</b> Only required as a Post-Bid Document by the Awarded Bidder. Attachment K
3.1.10	<b>Vendor Registration Form</b> Attachment L
3.1.11	<b>Bid Bond.</b> All bids must be accompanied by a bid guarantee at the time of submission, which shall be in the form of a certified check, cashier's check, or bid bond for not less than five percent <b>(5%)</b> of the contract price of work to be done, as evidence of good faith of the bidder. Attachment M <b>(REQUIRED)</b> .
3.1.12	<b>Statement of Bidder's Qualifications.</b> This form must be submitted as a contributor to determining whether the bidder is responsible. Attachment Q <b>(REQUIRED)</b> .
3.1.13	<b>Corporate Resolution.</b> This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. Attachment R. <b>(REQUIRED)</b>
3.1.14	<b>Employment, Training and Contracting Plan. MUST</b> be completed and submitted with the sealed bid. The lowest bidder <b>MUST</b> complete the remaining required pages before Notice of Award is issued. Attachment P
3.1.15	<b>Section 3 Preference Form Attachment (D) (If you do NOT plan to participate in Section 3, indicate so on the Section 3 attachment)</b>

### 3.2 Entry of Proposed Fees.

- 3.2.1 **A lump sum fee shall be submitted on the Louisiana Uniform Public Work Bid Form only (Attachment I). This form must bear an original signature, stamped signatures are not acceptable. Do not refer to any of your fees or costs on other submittals.**
- 3.2.2 **Pricing Items.** The base bid is all-inclusive of the lump sum work for all related costs that the successful bidder will incur to provide the noted goods and services, including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.



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

[Table No. 4]

(1) IFB Section	(2) Designation:	(3) Total Cost:
Total Base Bid		To be added to Louisiana Uniform Public Bid Form

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

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

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

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

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

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

**Housing Authority of New Orleans  
Procurement and Contracts Department  
Paul Marquette, Sr. Procurement Specialist  
4100 Touro Street  
New Orleans, Louisiana 70122**

**3.4.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name, return address, state of Louisiana

Contractor's License number and date and time bids are due. Bids received after the published deadline will not be accepted. The Agency is not responsible for any delays caused by the bidder's chosen means of delivery. The bidder is also responsible for ensuring that its courier service provider makes inside deliveries to our physical office location. The Agency will not credit delivery claims lacking written proof of delivery. It is solely the bidder's responsibility to ensure the timely delivery of its bid. Failure to meet the bid opening date and time, irrespective of the mode of delivery, will result in the rejection of the bid.

**3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

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

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

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Paul Marquette, Sr. Procurement Specialist**, at [pmarquette@hano.org](mailto:pmarquette@hano.org). Procurement will respond to such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of **all** addenda with their submissions. Any questions received after the question deadline will not be answered.

**3.6 Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the

hiring and retention of personnel and subcontractors.

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

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

**3.6.2** Within **HUD Procurement Handbook 7460.8 REV 2** it states:

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

or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

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

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

**3.7 Pre-Bid Conference.** A pre-bid conference is scheduled for June 9,, 2025, at 10:00am CST via Zoom: <https://us04web.zoom.us/j/73828457883?pwd=5YSmLOetKUgualthHaUrLgss3IZa7a.1>

Meeting ID: 738 2845 7883

Passcode: 5z60T3

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

[Table No. 5]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Description
<b>3.8.1</b>	<b>1.0</b>		This IFB Document
<b>3.8.2</b>	<b>2.0</b>		"No-Bid" Response Form
<b>3.8.3</b>	<b>3.0</b>	<b>A</b>	Form of Bid ( <b>Required</b> )

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<b>3.8.4</b>	<b>4.0</b>	<b>B</b>	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Construction Contracts Public and Indian Housing</i> <b>(Required)</b>
<b>3.8.5</b>	<b>5.0</b>	<b>B-1</b>	Form SF-LLL <i>Disclosure of Lobbying Activities</i> <b>(Required)</b>
<b>3.8.6</b>	<b>6.0</b>	<b>B-2</b>	Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> <b>(Required)</b>
<b>3.8.7</b>	<b>7.0</b>	<b>B-3</b>	Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i> <b>(Required)</b>
<b>3.8.8</b>	<b>8.0</b>	<b>C</b>	Profile of Firm Form <b>(Required)</b>
<b>3.8.9</b>	<b>9.0</b>	<b>D</b>	Section 3 Business Preference Form
<b>3.8.10</b>	<b>10.0</b>	<b>E</b>	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i> <b>(Required)</b>
<b>3.8.11</b>	<b>11.0</b>	<b>F</b>	<i>Supplemental Conditions for Bidders and Contractors (SIPC)</i>
<b>3.8.12</b>	<b>12.0</b>	<b>G</b>	HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i> <b>(Required)</b>
<b>3.8.13</b>	<b>13.0</b>	<b>H</b>	Acknowledgement of Addenda
<b>3.8.14</b>	<b>14.0</b>	<b>I</b>	Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i> <b>(Required)</b>
<b>3.8.15</b>	<b>15.0</b>	<b>J</b>	Certification of Contractor Non-Exclusion <b>(Required)</b>
<b>3.8.16</b>	<b>16.0</b>	<b>K</b>	E-Verification Affidavit (Only required to be submitted post-bid by the awarded bidder) <b>(Required)</b>
<b>3.8.17</b>	<b>17.0</b>	<b>L</b>	Vendor Registration Form
<b>3.8.18</b>	<b>18.0</b>	<b>M</b>	Bid Bond Sample Form
<b>3.8.19</b>	<b>19.0</b>	<b>N</b>	Performance and Payment Bond Sample Form (Only required post-bid by the awarded bidder)
<b>3.8.20</b>	<b>20.0</b>	<b>O</b>	Davis Bacon Wage Rates <b>(Required)</b>
<b>3.8.21</b>	<b>21.0</b>	<b>P</b>	Employment, Training and Contracting Policy <b>(Required)</b>
<b>3.8.22</b>	<b>22.0</b>	<b>Q</b>	Statement of Bidder's Qualifications <b>(Required)</b>
<b>3.8.23</b>	<b>23.0</b>	<b>R</b>	Corporate Resolution <b>(Required)</b>

### 3.9 BID RESULTS.

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

**3.9.1.2** Which bidder received the award;

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

3.9.1.4 The cost or financial offers received from each bidder;

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

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

3.9.3 **HANO's Protest Policy.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contractor receives notice of the **contract award**, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or his/her appointed designee, who shall issue a written decision on the matter. The Contracting Officer or his/her appointed designee may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

#### 4.0 **CONTRACT AWARD.**

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

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

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

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

ineligible to submit a bid.

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

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

**4.2.2 Assignment of Personnel.** HANO shall retain the right to demand and receive a change in personnel assigned to the work if HANO believes that such change is in the best interest of HANO and the completion of the contracted work.

**4.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of HANO. Any purported assignment of interest or delegation of duty, without the prior written consent of HANO shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; as determined by HANO.

**4.3 Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. The Contractor shall complete the work in 90 calendar days. The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance".

**4.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:

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

**4.4.2 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount not less than \$100,000.00 (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

**4.4.3 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HANO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HANO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical

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

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

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

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

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

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# Appendix A Technical Specifications



**TECHNICAL SPECIFICATIONS  
REPAIRS TO 1638 HERO BOULEVARD  
HOUSING AUTHORITY OF NEW ORLEANS**

## **DIVISION 2**

# **TECHNICAL SPECIFICATIONS**



**H. Davis Cole &  
Associates, LLC  
Consulting Engineers**

**TECHNICAL SPECIFICATIONS  
REPAIRS TO 1638 HERO BOULEVARD  
HOUSING AUTHORITY OF NEW ORLEANS**

**SECTION 02220**

**SELECTIVE DEMOLITION**

**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. Selective Demolition
  - 1. Remove gypsum board at of the ceilings and walls as indicated in the drawings as required for the work.
  - 2. Remove area of the existing finishes (siding, sheathing, damaged studs, etc) as required to perform the work.
  - 3. Remove to reinstall plumbing fixtures where required.
  - 4. Remove existing outlets where required.
  - 5. Remove cabinetry where indicated.
- B. Extent of demolition is indicated on drawings and specified herein.

**1.3 SUBMITTALS**

- A. NOT REQUIRED

**1.4 QUALITY ASSURANCE**

- A. Comply with governing codes and regulations. Use experienced workers.

**1.5 PROJECT CONDITIONS**

- A. The residence will remain unoccupied throughout the Work.
- B. Maintain access to existing exterior drives, walkways, etc.

**PART 2 – PRODUCTS** – Not Applicable to This Section

**PART 3 – EXECUTION**

**3.1 PROTECTION**

- A. Protect all building components and contents from damage indicated to remain.
- B. General Contractor shall provide for the proper protection of all persons, property, landscaping, building elements, utilities, etc., both onsite and offsite, in accordance

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- with requirements of these specifications and all prevailing codes and ordinances.
- C. Take all precautions to protect users of site from demolition procedures. Install barriers, fences, partitions, covered passageways, etc. as required to protect on and off-site occupants and to prevent entry of unauthorized persons into the work area.
  - D. Provide adequate protection against trespassing. Secure project after work hours.

**3.2     DEMOLITION**

- A. Do not damage materials indicated to remain.
- B. Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.

**3.3     DUST CONTROL**

- A. Provide all measures as necessary to prevent movement of airborne dust into adjacent buildings, spaces, hvac systems, and nearby properties. Full clean-up of spaces affected by demolition shall be done by General Contractor's forces on a daily basis before start of business day.
- B. Building interiors and exterior concrete surfaces affected by dust generated by this project (sidewalks, drives parking areas, etc.) shall be maintained in a broom clean condition.

**3.4     SHORING AND BRACING**

- A. When working in and around existing buildings, the design, installation, use and removal of temporary shoring and bracing for existing structures, etc. shall be the sole responsibility of the General Contractor, who is also responsible for project sequencing, construction methods and techniques, etc. Project sequencing shall be coordinated with the Owner.

**END OF SECTION**

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**SECTION 06100**

**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions of the Specification Sections, apply to the Work specified in this Section.

**1.02 SUMMARY**

- A. The work required under this Section consists of all carpentry work and related items necessary to complete the Work indicated on Drawings and/or described in Specifications.
- B. Without restricting the volume or generality of the above, the work to be performed under this Section shall include, but is not limited to the following:
  - 1. Compliance with standards and industry specifications.
  - 2. Wood blocking where indicated. Cut to fit.
  - 3. Miscellaneous other carpentry Work.

**1.03 REFERENCES**

- A. ALSC (American Lumber Standards Committee) - Softwood Lumber standards.
- B. AWP (American Wood Preservers Association) - C-1 - All timber products preservative treatment by pressure process.
- C. NFPA (National Forest Products Association).
- D. SFPA (Southern Forest Products Association)

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with the following agencies.
  - 1. Lumber Grading Agency: Certified by ALSC.
- B. Wood preservative: Submit certificate stating chemical and process used, net amount of preservative retained and compliance with standard.

**1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Immediately upon delivery to job site, place materials in area protected from weather.
- B. Store materials a minimum of six inches above ground on framework or blocking and cover with tarpaulins and not plastic film covering, providing for adequate air

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- circulation or ventilation.
- C. Protect products from damage.
- D. Damaged products shall not be used.

**PART 2 - PRODUCTS**

**2.01 GRADES AND SPECIES OF WOOD**

- A. Plates, ledgers, bucks, braces, blocking shall be No. 2 grade S.Y.P.
- B. All lumber in direct contact with concrete or masonry or roofing materials shall be pressure treated.
  - 1. All pressure treated lumber, blocking, and trim called for on the Drawings or specified, shall be treated against rot, termites, etc., by a pressure process complying with AWPB C28 (Celcured or Wolmanized).
  - 2. Also treat lumber with fire retardant.
- C. Replacement lumber used for repairs shall match size and profile of existing.
- D. Plywood Sheathing
  - 1. Meet Requirements of PS 1-83/ANSI A199.1 except where APA Performance Rated units are specified. Every sheet shall bear appropriate APA grade stamp identifying species of plywood or by Certificate of Inspection issued by approved lumber grading or inspection bureau or agency listed above.
  - 2. Plywood shall not exceed 18 percent moisture content when fabricated nor more than 19 percent when installed.
  - 3. This specification is written for APA Performance Rated Plywood. In all cases, thickness shown is minimum regardless of span rating. Material used for same purpose shall be of same thickness.
  - 4. Panels shall be stamped 'Sized for Spacing'.
- E. Nails
  - 1. Up to & including 3/8 inch panel – 8d common or box.
  - 2. 15/32 inch & thicker panel – 10d common or galvanized box.
- F. Pressure Treated Wood
  - 1. Treat plywood in contact with concrete or masonry in accordance with LP 2-80 and dried after treatment.
    - a. Lumber grade and species shall be as specified for the particular use.
    - b. Identify treated lumber as to name of treater, preservative used, and retention in lbs/cu. ft.
    - c. Season after treatment to moisture content required for non-treated material.

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**2.02 MATERIALS**

- A. Lumber grading rules: NFPA, SPIB, WCLB, SFPA.
- B. Miscellaneous framing: No. 1 Southern Yellow Pine or Douglas fir species. Nineteen percent maximum moisture content, pressure preservative treated for all lumber that may be exposed to weather or moisture.

**2.03 OTHER MATERIALS**

- A. Rough hardware, except as specified otherwise herein, shall be as required for the proper execution of the work of this Section.
- B. Non-corrosive nails shall be used for all exposed woodwork, and shall be aluminum, hot dipped galvanized steel, cadmium plated or stainless steel.

**PART 3 - EXECUTION**

**3.01 PROCEDURE**

- A. All blocking, etc., shall be securely nailed with nails sized not to split the material. The work shall be installed in accordance with the best carpentry practice.
- B. Provide all shoring, scaffolding, etc., necessary for the safe performance of the work.
- C. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- D. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- E. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.
- F. Wood Grounds, Nailers, Blocking and Sleepers
  - 1. Provide wherever shown and where required for screeding or attachment of other work (cabinets, etc.). Form to shapes as shown, kerf and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
  - 2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise show.
  - 3. Prime all faces of new blocking prior to installation.

**END OF SECTION 06100**

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**SECTION 09250 GYPSUM BOARD**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
  - 1. Gypsum board assemblies attached to wood framing.

1.03 REFERENCES

- A. GA 201- Gypsum Board for Walls and Ceilings.
- B. GA 216- Recommended Specifications for the Application and Finishing of Gypsum Board.
- C. ANSI/ASTM C36 - Gypsum Wallboard.
- D. ANSI/ASTM C442 - Gypsum Backing Board.
- E. ANSI/ASTM C475 - Joint Treatment Materials for Gypsum Board Wallboard Construction.
- F. ANSI/ASTM C646 - Steel Drill Screws for the application of Gypsum Sheet Material to Light Gage Steel Studs.
- G. ANSI/ASTM C754 - Installation of Framing Members to receive Screw Attached Gypsum Wallboard, Backing Board, or Water Resistant Backing Board.

1.04 QUALITY ASSURANCE

- A. Perform Gypsum board systems work in accordance with the recommendations of ASTM C754, GA216, and GA201 unless otherwise specified in this section.
- B. Keep copy of GA201 and in field office for the duration of the project.

1.05 SUBMITTALS



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- A. Submit shop drawings, product data, and manufacturer's instructions under provisions of General Conditions.

**PART 2 – PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Gypsum Board and related Products:
1. Georgia-Pacific Corp.
  2. National Gypsum Co.; Gold Bond Building Products Division
  3. United States Gypsum Co.

**2.02 ACCESSORIES**

- A. Metal Trim for Gypsum Board:
1. Conform to profile and dimensions indicated.
  2. Material for interior work: Galvanized steel, 26 gauge minimum.
  3. Corner beads: Equivalent to Dur-A-Bead No. 103 by USG.
  4. Casing beads (edge beads): Equivalent to 200A by USG.
  5. Control joints:
    - a. Roll-formed zinc with perforated flanges.
    - b. Size: 1-¾ inch wide, with ¼ inch wide center channel.
    - c. Provide with removable tape strip over channel.
    - d. Acceptable product: Equivalent to No. 093 by USG.
- B. Paper-Faced Metal Trim for Gypsum Board:
1. Conform to profile and dimensions indicated.
  2. Material for interior work: Comply with ASTM C1047.
  3. Outside corners: Paper Faced Metal Bead and Trim B1W series by USG.
  4. Outside Bullnose corners: Paper Faced Metal Bead and Trim by USG.
  5. Inside corners: Paper Faced Metal Bead and Trim by USG.
  6. Trims: L shape B4-SERIES by USG; J shape: B9 SERIES by USG.

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- C. Trim for Exterior Soffits: Rolled zinc complying with ASTM C1047.
- D. Special Trim and Reveals: Extruded aluminum alloy 6063-T5, profiles as indicated.
- E. Adhesives and Joint Treatment Materials:
  - 1. Conform to requirements of ASTM C475.
  - 2. Joint compounds:
    - a. Drying-type (ready-mixed): Equivalent to SHEETROCK® brand taping joint compound and topping joint compound, or SHEETROCK® all-purpose joint compound.
    - b. SHEETROCK® brand TUFF-HIDE™ primer-surfacer: Finish Level 4 (GA-214/ASTM C-840) drywall surface with vinyl acrylic latex-based coating to achieve Level 5 gypsum board finish.
    - c. Laminating adhesive for multiple layers: Special adhesive or joint compound specifically recommended for laminating gypsum boards.
    - d. Laminating adhesive for direct application: Special adhesive or joint compound specifically recommended for laminating gypsum boards for adhering gypsum boards to solid substrates.
    - e. Reinforcing joint tape:
      - 1) ASTM C475, 2 inch nominal width.
      - 2) For backer board, provide fiberglass tape as recommended by board manufacturer and acceptable to manufacturer of ceramic tile setting materials.
    - f. Gypsum Board Screws: Self-drilling, self-tapping steel screws.
      - 1) For steel framing less than 0.03 inch thick: Comply with ASTM C1002.
      - 2) For steel framing from 0.033 inch thick to 0.112 inch thick: comply with ASTM C954.
      - 3) Provide Type S or Type S-12 screws.
    - g. Miscellaneous Accessories: Provide as required for complete installations.

**2.03 GYPSUM BOARD PRODUCTS**

- A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end- to-end butt joints in each are indicated to receive gypsum board application and in accordance with recommendations of GA216.
  - 1. Widths: Provide gypsum board in widths of 48 inches.

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- B. Gypsum Wallboard: ASTM C 36 and as follows:
  - 1. Type: Regular for vertical surfaces, unless otherwise indicated.
  - 2. Edges: Tapered and featured (round or beveled) for pre filling.
  - 3. Thickness:  $\frac{5}{8}$  inch, moisture resistant type.

**2.04 GYPSUM BOARD ACCESSORIES**

- A. Provide gypsum board accessories in accordance with GA216.
- B. Corner Beads: 1 1/4" X 1 1/4" wide X .013" Galvanized Type U.S.G. Dur-a-Bead or Gold Bond wallboard Corner Bead conforming to ASTM C1047.
- C. Edge Trim: No. 200-A metal trim by U.S.G. or No. 100 casing bead by Gold Bond.
- D. Reinforcing Tape, Joint Compound, Adhesive, Water, Fasteners: GA216.
- E. Building Paper: No. 15 asphalt saturated roofing felt.
- F. Control Joints: Zinc extrusion, Gold Bond or .093 zinc control joint of U.S.G. Sheet rock zinc control joint No. 093.

**PART 3- EXECUTION**

**3.01 INSPECTION**

- A. Verify that site conditions are ready to receive work and opening dimensions are as instructed by the manufacturer.
- B. Beginning of installation means acceptance of substrate.

**3.02 GYPSUM BOARD INSTALLATION**

- A. Erect exterior gypsum sheathing horizontally, with edges butted tight and ends occurring over firm bearing.
- B. Use screws when fastening gypsum board to metal furring or framing.
- C. Treat cut edges and holes in moisture resistant gypsum board and sealant.
- D. Place control joints consistent with lines of building spaces as indicated.
- E. Place corner beads at all external corners. Use longest practical lengths. Place edge

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trim where gypsum board abuts dissimilar materials and at control joints.

- F. Tape, fill, and sand exposed joints, edges, corners, openings and fixtures, to produce surface ready to receive finishes. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- G. Remove and re-do defective work.

**3.03 FINISHING**

- A. Provide Level 5 finish at gypsum board surfaces throughout the project except otherwise noted.

- 1. Interior Gypsum Board:

- a. Prefill:

- 1) Use setting-type joint compound. Mix joint compound according to manufacturer's directions.
    - 2) Fill joints between boards flush to top of eased or beveled edge.
    - 3) Fill joints of gypsum board above suspended ceilings in fire-rated partitions.
    - 4) Wipe off excess compound and allow compound to harden.

- b. Taping (Level 1):

- 1) Use taping or all-purpose compound.
    - 2) Butter taping compound into inside corners and joints.
    - 3) Center tape over joints and press down into fresh compound.
    - 4) Remove excess compound.
    - 5) Tape joints of gypsum board above suspended ceilings.

- c. First coat (Level 2):

- 1) Use taping or all-purpose drying-type compound, or setting-type joint compound.
    - 2) Immediately after bedding tape, apply skim coat of compound over body of tape and allow to dry completely in accordance with manufacturer's instructions.
    - 3) Apply first coat of compound over flanges of trim and accessories, and over exposed fastener heads and finish level with board surface.

- d. Second coat (Level 3): Use all purpose or topping (conventional weight, lightweight or midweight) drying type joint compound. After first coat treatment is dried, apply second coat of compound over tape and trim, feathering compound 2 inches beyond edge of first coat.

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- e. Third coat (Level 4):
  - 1) Use all purpose or topping [conventional weight, lightweight or midweight] drying type joint compound.
  - 2) After second coat has dried, sand surface lightly and apply thin finish coat to joints, fasteners and trim, feathering compound 2 inches beyond edge of second coat.
  - 3) Allow third coat to dry. Apply additional compound, and touch-up and sand, to provide surface free of visual defects, tool marks, and ready for application of finish.
- f. Skim coat (Level 5):
  - 1) Apply skim coat of all-purpose (conventional weight) drying-type compound or spray-applied Primer-Surfacer, TUFF\_HIDE over exposed surfaces of gypsum board.
  - 2) After skim coat has dried, touch-up and sand to provide surface free of visual defects, tool marks, and ridges, and ready for application of finish.
- 2. Joint Compound:
  - a. After skim coat sets, apply finish coat of compound feathering 3 to 4 inches beyond tape edges.
  - b. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
  - c. Allow joint compound to completely set before applying veneer plaster finish.
- 3. Trim:
  - a. Use same fasteners to anchor trim accessory flanges as required to fasten gypsum board to supports, unless otherwise recommended by trim manufacturer.
  - b. Install metal corner beads at external corners.
  - c. Install metal casing bead trim whenever edge of gypsum base would otherwise be exposed or semi-exposed, and where gypsum base terminates against dissimilar material.
- 4. Special Trim and Reveal Joints: Install as indicated on drawings and in accordance with manufacturer's instructions.

**3.04 TOLERANCES**

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

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**3.05 CLEANING AND PROTECTION**

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

**END OF SECTION 09250**

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**SECTION 09900**

**INTERIOR PAINTING**

**PART 1 - GENERAL**

**1.1 SCOPE:**

- A. The scope of painting work in this project shall be as shown on drawings and specified herein. It shall include all labor, materials, and equipment necessary for a complete
- B. finished installation.

If the schedule herein requires two or more types of painting on the same substrate, the type will be distinguished by the term "paint" meaning an opaque finish (flat, satin, semi-gloss, gloss sheens) and "transparent" meaning a non-opaque, transparent finish (varnishes, stains).

**1.2 DEFINITIONS:**

- A. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, coatings, stains, sealers and fillers.
- B. "Exposed surfaces" include portions of the completed construction which are visible when permanent and built-in fixtures and equipment are in place.
- C. "Exterior" includes portions of the completed construction which are subject to outdoor ambient temperature and humidity conditions, including covered but unenclosed areas.
- D. Surfaces to be Painted: Complete coverage of all exposed surfaces is intended, unless indicated "no paint" on drawings. Without restricting the extent of the work to be performed, the work shall include, but is not limited to, the following:
  - 1. Wood: Painting of all exposed woodwork and finish carpentry, interior and exterior, doors and of all architectural woodwork and finish carpentry, except that specified to be pre- finished.
  - 2. Structural Steel: Touch-up after erection (concealed work only), and complete painting for all exposed work.
  - 3. Ferrous Metal: All exposed surfaces of all ferrous metal work, including galvanized, both exterior and interior of building which is not finished painted under other sections, to include steel frames, steel doors, access panels, guards, lintels, gutters, gravel guards, metal flashings, railings (unless otherwise indicated), roof accessories, steel supports, sprinkler riser, roof hatch and grates, bollards, etc.
  - 4. Gypsum Drywall: All exposed surfaces.
  - 5. All Previously Painted Surfaces.

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E. Surfaces Not to be Painted: The following areas or items will not require painting under this Section, unless otherwise noted:

1. Concealed duct shafts, concealed spaces, concealed pipes and ducts.
2. Acoustical tile and suspension system.
3. Pre-finished panels.
4. Structural steel work concealed by interior building finish.
5. Gypsum drywall surfaces to receive other finish materials.

**1.3 QUALITY ASSURANCE:**

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Compatibility: Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on finish materials to be used, to enable use of compatible prime coats. Notify the Architect of anticipated problems using the specified materials.
- C. Industry Standards: Comply with the recommendations of the Painting and Decorating Contractors of America, as contained in "PDCA Architectural Specification Manual", except where conflicting and more stringent requirements are specified in this Section.
- D. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- E. Cooperation with Other Trades: This work shall be scheduled and coordinated with other trades and shall not proceed until other work and/ or project conditions are as required to achieve satisfactory results. General Contractor shall examine the Specifications for the various other trades and materials and shall thoroughly familiarize himself with all their provisions regarding painting.

**1.4 SUBMITTALS:**

- A. Product Data: Submit manufacturer's technical information including paint label analysis with handling, storage and application instructions for each material proposed for use. Identify purpose (primer, intermediate or finish coat) and substrate for each paint material.

**1.5 DELIVERY, STORAGE, AND HANDLING:**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent based materials, and materials used with solvent based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Storage of Materials:



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1. Store all materials in a single place designated by the General Contractor. The storage place shall be kept neat and clean and all damage shall be made good. Remove soiled or used rags, waste and trash from the building every night and take every precaution to avoid the danger of fire.
2. Emulsion paints shall be protected from exposure to cold weather by storing in shelters so as to prevent freezing of the paint.

**D. Disposal:**

1. Never pour leftover coatings down any sink or drain. Use up material on the job or seal can and store safely for future use.
2. Do not incinerate closed containers.
3. For specific disposal contact the local waste management agency.

**1.6 ENVIRONMENTAL CONDITIONS:**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limitations recommended by manufacturer for optimum results.
- B. Maintain temperature in building at a constant 65 °F or above during drying of plaster and masonry and provide adequate ventilation for escape of moisture from building in order to prevent mildew, damage to other work and improper drying of paint. Once painting has commenced, provide a constant temperature of 65 °F or above and prevent wide variations in temperature which might result in condensation on freshly painted surfaces.
- C. Exterior painting shall not be performed when the temperature is below 50 °F, while the surface is damp, during cold, rain or frosty weather, or when temperature is likely to drop to freezing within 24 hours. Avoid painting surfaces while they are exposed to hot sun.
- D. Cleaning Area: Before painting is started in any area, it shall be broom-cleaned and dust shall be removed from all areas to be painted. After painting operations begin in a given area, broom cleaning will not be allowed. Cleaning shall then be done only with commercial vacuum cleaning equipment.

**1.7 PROTECTION:**

- A. Drop Cloths: Protect adjacent areas and installation by the use of drop cloths or other approved precautionary measures.
- B. Hardware and Fixtures: Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items. This work shall be done only by skilled mechanics, using adequate tools commensurate with the work to be done.

**1.8 WARRANTY:**

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application (General Contractor to coordinate). All thinners, fillers, primers, and finish coatings shall be from the same

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manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.

- B. At project closeout, provide to the Owner executed copies of the Manufacturer's standard form outlining the terms and conditions of any exclusions to their Limited Warranty against Manufacturing Defect.

**1.9 EXTRA MATERIALS:**

- A. Deliver extra materials to Owner. Furnish extra materials that match products installed as described below, packaged with protective covering for storage and identified with labels clearly describing contents.
- B. Paint, Primers, Accessories, Etc.: Provide minimum of 1 gallon of each paint type and color used for touch-up purposes. Cans shall be clearly marked with color name, number, and type of paint.
- C. At project closeout, provide the color mixture name and code to the Owner for accurate future color matching.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS:**

- A. Basis Of Design: For purposes of designating type and quality for the work under this Section, drawings and specifications are based on products manufactured or furnished by Benjamin Moore & Company (BMC), except as noted specifically otherwise.
- B. Acceptable Manufacturers: The following manufacturers may have products meeting the herein specified quality that will be acceptable as approved, upon specific product review by the Architect:
  - 1. PPG Industries, Pittsburgh Paints
  - 2. Sherwin Williams
  - 3. Prior Approved Equal

**2.2 PAINT MATERIALS:**

- A. Except where specifically noted in this section, all paint shall arrive on job ready mixed and pre- tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.
- C. Where paint is to be sprayed, thin according to manufacturer's current written guidelines.
- D. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

**2.1 APPLICATION EQUIPMENT:**

- A. Equipment shall be adequate and commensurate for the work and workmanship required herein.

**2.2 ACCESSORY MATERIALS:**

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- A. This shall include all required ladders, scaffolding, drop cloths, masking, scrapers, tools, sandpaper, dusters, cleaning solvents and other items required to perform the work and achieve the results herein specified.

**PART 3 - EXECUTION**

**3.1 EXAMINATION:**

- A. The General Contractor and Installer shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The General Contractor and Installer shall review product health and safety precautions listed by the manufacturer.
- C. The General Contractor and Installer shall be responsible for enforcing on site health and safety requirements associated with the Work.
- D. Do not begin installation until substrates have been properly prepared.
- E. Ensure that surfaces to receive paint are dry immediately prior to application.
- F. Ensure that moisture retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
  - 1. Concrete and Masonry: 3-5 percent. Allow new concrete to cure a minimum of 28 days.
  - 2. Exterior Wood: 17 percent.
  - 3. Interior Wood: 15 percent.
  - 4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
  - 5. Plaster and Gypsum: 15 percent.
  - 6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

**3.2 PREPARATION – GENERAL:**

- A. Clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by

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coating manufacturer.

- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.
- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.
- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

**3.3 SURFACE PREPARATION:**

- A. Existing Coatings:
  - 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application.
  - 2. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Surfaces of old paint films must be clean and dull before repainting (dull surface by sanding). After preparation, coat entire surface with primer (including well adhered previous coatings). **Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 squares feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required. Provide test results for Architect's review showing compliance prior to ordering materials.**
- B. Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.
- C. Wood:
  - 1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
  - 2. Remove mill marks and ink stamped grade marks.
  - 3. Apply primer coat to back of wood trim and paneling.

**3.4 MIXING:**

- A. Quality: At time of application, paint shall show no signs of hard settling, excessive skinning, livering or other deterioration.
- B. Consistency: Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application.

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- C. Prohibited Mixing: Paint of different manufacturers shall not be mixed together.
- D. Thinning: Where necessary to suit conditions of surface, temperature, weather and method of application, packaged paint may be thinned immediately prior to application in accordance with the manufacturer's directions. The use of thinner for any reasons shall not relieve the Installer from obtaining complete hiding coverage.
- E. Colorant: Primer may be tinted with a colorant recommended by the manufacturer.

**3.5     APPLICATION – GENERAL:**

- A. Application of primers, paints, stains or coatings, by the Installer, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Method of Application: Paint shall be applied in accordance with manufacturer's recommendations. On masonry surfaces, filler coat and other first coats shall be applied by brush. Subsequent coats shall be applied by brush (or roller, on smooth faced units). On all other surfaces, prime and finish coats may be applied by brush or roller.
- C. General Requirements for Workmanship:
  - 1. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance, thickness and coverage, at no additional cost to the Owner.
  - 2. Rate of application shall not exceed average rate of coverage recommended by manufacturer for the type of surface involved less ten percent (10%) allowance for losses, unless manufacturer's printed recommended specifications state that the recommended rate included normal expected losses.
  - 3. Minimum dry film thickness per coat shall not be less than thickness recommended by the manufacturer, and in NO case less than as specified herein.
  - 4. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks and free of variations in color, texture and finish.
  - 5. All interior wood trim shall be back-primed before installation with enamel undercoat or penetrating sealer, as required.
  - 6. Sand enamel or varnish finish applied to wood or metal with fine sandpaper and then clean between coats to produce an even, smooth finish.
  - 7. Remove electrical panel box covers and doors before painting wall. Paint separately and reinstall after all paint is dry.
- D. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- E. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- F. Sequence of Coats: Sufficient time shall elapse between successive coats to permit proper drying. This period shall be modified as necessary to suit adverse weather conditions.
- G. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat,

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uniform surface without surface defects visible from 5 feet.

- H. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- I. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- J. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
- K. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

**3.6 CLEANING:**

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

**3.7 PROTECTION AND REPAIR:**

- A. Protect completed coating applications from damage by subsequent construction activities.
- B. Repair to Architect's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Architect's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.
- C. A minimal amount of touch-up work to newly painted surfaces will be allowed (one touch-up per every 10 square feet of wall area), but only if the repair is not visible upon close inspection. Contractor must refinish a whole wall rather than spot-finish where there are numerous repairs to be made, or where remedial work is unsatisfactory.

**3.8 PAINTING SCHEDULE - EXPLANATION:**

- A. Except as specified under the "Surfaces Not to be Painted" paragraph, the surfaces listed in the painting schedule shall receive the surface treatment, paints and number of coats indicated. Piping and ductwork shall not be painted until the piping and ductwork have been tested and approved.

**3.9 PAINTING SCHEDULE:**

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A. Interior Gypsum Board (Walls):

1. First Coat: Regal Select Waterborne Interior Paint Pearl Finish 550 Series, Pearl Sheen at 1.5 mils dry per coat.
2. Second and Third Coats: Regal Select Waterborne Interior Paint Pearl Finish 550 Series, Pearl Sheen at 1.5 mils dry per coat.

B. Interior Wood (Painted):

1. First Coat: Advance waterborne Interior Alkyd Primer 790 Series, Flat Sheen at 1.5 mils dry per coat.
2. Second and Third Coats: Advance Waterborne Interior Alkyd Satin 792 Series, Satin Sheen at 1.35 mils dry per coat.

**END OF SECTION 09900**

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**SECTION 09911 - EXTERIOR PAINTING**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
  - 1. This section includes the following:
    - a) Surface preparation and the application of paint systems on the following exterior substrates:
      - 1) Fiber cement lap siding (“Hardie-Board”)
- B. Finish painted exterior surfaces as indicate in schedule at the end of this section.

1.3 REFERENCES

- A. ASTM 16D - Definition of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

1.4 DEFINITIONS

- A. Conform to ASTM 16D - Definition of terms relating to Paint, Varnish, Lacquer and Related Products.

1.5 SUBMITTALS

- A. Submit product data on all products per the General Specifications.



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**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver paint materials under provisions of Section 016600 in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 50 degrees F and maximum of 95 degrees F in well ventilated area.
- C. Take precautionary measures to prevent fire hazards and spontaneous combustions.

**1.7 ENVIRONMENTAL REQUIREMENTS**

- A. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture contents of surfaces are below the following maximums:
  - 1. Wood: 10 percent.
- B. Ensure surface temperatures or the surrounding air temperature is above 40 degrees F before applying finishes. Minimum application temperatures for latex paints for interior work is between 50 degrees F and 95 degrees F for exterior work. Minimum application temperature for varnish and stain finishes is 65 degrees F.
- C. Provide adequate continuous ventilation and sufficient heating facilities to maintain temperatures above 50 degrees F for 24 hours before, during and 48 hours after application of finishes.
- D. Provide minimum 25 foot candles of lighting on surfaces to be finished.

**1.8 EXTRA MATERIALS**

- A. Provide not less than five (5) gallons of each color and material used.
- B. Containers shall be tightly sealed and clearly labeled for identification.

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**1.9 SURFACES TO BE PAINTED**

- A. Exterior siding and trim.

**PART 2 - PRODUCTS**

**2.1 PAINT, GENERAL**

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

**2.2 MANUFACTURERS - PRIMER (EXTERIOR)**

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

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1. "Hardie-Board" Siding:
  - a) Sherwin-Williams Co. - A-100® Exterior Oil Stain Blocking.
  - b) PPG-Seal Grip Interior Exterior Alkyd Primer 17-941 NF.

**2.3 MANUFACTURERS - PAINT (EXTERIOR)**

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

1. "Hardie-Board" Siding:
  - a) Sherwin-Williams Co. - Super Paint® Exterior Gloss Latex A84 Series.
  - b) PPG-Perma Crete 90-1310 Gloss.

**2.4 MATERIALS**

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

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

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- B. Correct defects and deficiencies in surfaces which may adversely affect work of this Section.

**3.2 PROTECTION**

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

**3.3 PREPARATION**

- A. Comply with manufacturers written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- C. Remove existing sealant where wood or metal surfaces meet masonry surfaces prior to scraping and sanding items to be painted.
- D. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulates.
- E. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- F. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by .Architect, and leave in an undamaged condition.
- G. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- H. Fill holes, checks, and other imperfections in wood surfaces with resin bonding agent and exterior epoxy filler in accordance with the filler manufacturer's instructions. Smooth off and sand smooth to match adjacent surfaces.

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- I. Remove grease, rust, scale, dirt, and dust from steel and iron surfaces. Where heavy coatings of scale are evident, removed by wire brushing, grinding, or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing.
- J. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.
- K. Sand and scrape existing steel surfaces to remove all existing paint and rust. Clean surfaces with solvent. Prime bare steel surfaces.

**3.4 APPLICATIONS**

- A. Apply each coat at proper consistency.
- B. Each coat of paint is to be slightly darker than preceding coat unless otherwise approved by the Architect.
- C. Sand lightly between coats to achieve required finish.
- D. Do not apply finishes on surfaces that are not sufficiently dry.
- E. Allow each coat of finish to dry before following coat is applied, unless directed otherwise by manufacturer.

**3.5 CLEANING**

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

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

- A. "Hardie-Board" Siding:

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1. Paint Finish - 1 coat alkyd exterior primer.
2. Paint Finish - 2 coats acrylic latex gloss finish.

**END OF SECTION 09911**

# IFB Attachment A (Form of Bid)



**INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero**

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

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

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

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

**SECTION 3 STATEMENT**

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

**BIDDER’S STATEMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company



# Attachment B

## HUD-5369



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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

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

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

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

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

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

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

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Attachment B-1**

## **SF-LLL**

### **Disclosure of Lobbying Activities**



# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# Attachment B-2 HUD- 50071

## Certification of Payments to Influence Federal Transactions



# Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# **Attachment B-3**

## **HUD-50070**

### **Certification of a Drug-Free Workplace**



# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# **Attachment C**

# **Profile of Firm Form**

**(This is a Required Form)**



# INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero

## **PROFILE OF FIRM FORM**

### **(Attachment C)**

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

(1) Prime\_\_\_\_\_Sub-contractor\_\_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm:\_\_\_\_\_Telephone:\_\_\_\_\_Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip:\_\_\_\_\_

(4) Please attach a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian      ☐ Public-Held      ☐ Government      ☐ Non-Profit  
                          American (Male)      Corporation      Agency      Organization  
                          \_\_\_\_\_%      \_\_\_\_\_%      \_\_\_\_\_%      \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned\*    ☐ African American    ☐ \*\*Native American    ☐ Hispanic American    ☐ Asian/Pacific American    ☐ Hasidic Jew    ☐ Asian/Indian American  
                          \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%

☐ Woman-Owned (MBE)    ☐ Woman-Owned (Caucasian)    ☐ Disabled Veteran    ☐ Other (Specify):  
                          \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%

WMBE Certification Number (if known): \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Company \_\_\_\_\_

**PROFILE OF FIRM FORM**

**(Attachment C)**

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Company**



# **Attachment D**

## **Section 3**

### **Submittal Form**



### Section 3 Business Preference Submittal Form

(Attachment D)

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

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

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

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

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

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

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

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

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

**INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero**

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

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

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

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

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

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

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

- development or developments where Category 1 or Category 2 persons (as these terms are defined in §135.34) reside.
- 6.5     \_\_\_ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where Category 1 or Category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
  - 6.6     \_\_\_ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where Category 1 or Category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
  - 6.7     \_\_\_ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where Category 1 or Category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
  - 6.8     \_\_\_ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Category 1 or Category 2 persons reside and, in the neighborhood, or service area in which a Section 3 project is located.
  - 6.9     \_\_\_ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
  - 6.10    \_\_\_ Conducting job interviews at the housing development or developments where Category 1 or Category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
  - 6.11    \_\_\_ Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
  - 6.12    \_\_\_ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
  - 6.13    \_\_\_ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
  - 6.14    \_\_\_ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match

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

- 6.15    \_\_\_ For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as “force account labor” in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16    \_\_\_ Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- 6.17    \_\_\_ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18    \_\_\_ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- 6.19    \_\_\_ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- 6.20    \_\_\_ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
  
- 7.0    As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
  - 7.1    \_\_\_ Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
  - 7.2    \_\_\_ In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
  - 7.3    \_\_\_ Contacting business assistance agencies, minority contractors’ associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or bids for contracts for work in connection with Section 3 covered assistance.
  - 7.4    \_\_\_ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
  - 7.5    \_\_\_ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

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



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

8.0 The undersigned bidder/bidder hereby declares:

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

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

8.2.1 NOT award the bidder/bidder a Preference; and

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

# Attachment E

## HUD- 5369-A



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

# Attachment F

# Supplemental Conditions



## **SUPPLEMENTAL CONDITIONS**

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

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

**Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written “Notice to Proceed” (NTP) issued by the local authority. The Contractor shall complete the work in 90 calendar days. The work shall be considered complete only when the Local Authority has issued its formal “Certificate of Acceptance”.

### **Liquidated Damages**

The cost per day in Liquidated Damages for delay on completion of this project is \$475.00.

### **Contract Type**

The contract resulting from this IFB shall be a lump sum fixed price contract. Construction services shall be paid at fixed rates, in accordance with the contractor’s Base Bid, pending HUD Funding.

### **Davis Bacon**

Davis Wage Rates are in effect for this project.

### **Bonding**

All bids must be accompanied by a bid bond/guarantee, which shall be in the form of a certified check, cashier’s check, or bid bond for not less than five percent (**5%**) of the contract price of work to be done, as evidence of good faith of the bidder.

The awarded bidder will be required to provide a performance and payment bonds in an amount not less than one hundred percent (**100%**) of the contract, for faithful performance of their duties.

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

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

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

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

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



**PART III – COMPLIANCE REQUIREMENTS**

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

**PART IV – TRAINING REQUIREMENTS**

- A. TRAINING AND INTERNSHIP REQUIREMENTS

**PART V – CONTRACTING AND COMPLIANCE FORMS**

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

**Invoicing**

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

**Payments**

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

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

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

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

**Public Access to Procurement Information/Confidentiality**

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

**Indemnification**

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

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

**Rights, Use, and Ownership of Assessment Materials**

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

**Ethics Policy**

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

**Third Party Claims on Software**

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

### **Licenses and Certifications**

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

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

### **Contractual Obligations**

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

### **Certification of Legal Entity**

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

### **Certifications**

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

### **Personnel**

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

### **Respondent Status**

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

### **Assignment**

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

### **Advertising**

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

### **Media Relations**

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

### **Assumption of Risk**

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

# Attachment G

## HUD 5370



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability.** This form is applicable to any  
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is



reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

#### 24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

#### Administrative Requirements

#### 25. Contract Period

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

#### 27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

**Title:**

**Date:**

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to



proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within

the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

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

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

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

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

### 37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

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

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

(c) Payrolls and basic records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
  - (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
  - (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

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



# Attachment H Acknowledgment of Addenda

(This is a Required Form)



**ACKNOWLEDGEMENT OF  
ADDENDA (ATTACHMENT H)**

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

Addendum Number:\_\_\_\_\_ Date Received:\_\_\_\_\_

Addendum Number:\_\_\_\_\_ Date Received:\_\_\_\_\_

Addendum Number:\_\_\_\_\_ Date Received:\_\_\_\_\_

Addendum Number:\_\_\_\_\_ Date Received:\_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

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

# **Attachment I**

## **LOUISIANA UNIFORM PUBLIC WORK BID FORM**

### **(Entry of Proposed Fees)**

**(This is a Required Form)**



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Housing Authority of New Orleans  
4100 Touro Street  
New Orleans, LA 70122

*(Owner to provide name and address of owner)*

**BID FOR:** Repairs to 1638 Hero Boulevard  
New Orleans, LA 70114  
Fisher Housing Community

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: H. Davis Cole & Associates, LLC, 1340 Poydras Street, Suite 1850, New Orleans, LA 70112 and dated: April 14, 2025

*(Owner to provide name of entity preparing bidding documents.)*

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

None \_\_\_\_\_ Dollars (\$ n/a \_\_\_\_\_)

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

None \_\_\_\_\_ Dollars (\$ n/a \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

None \_\_\_\_\_ Dollars (\$ n/a \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

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

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:** Housing Authority of New Orleans  
4100 Touro Street  
New Orleans, LA 70122

(Owner to provide name and address of owner)

**BID FOR:** Repairs to 1638 Hero Boulevard  
New Orleans, LA 70114  
Fisher Housing Community

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

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ <u>All work included within the drawings and specifications for the Repairs to 1638 Hero Boulevard, New Orleans, LA 70114</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
<u>01</u>	<u>1</u>	<u>LUMP SUM</u>		

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

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

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

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

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

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

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

Wordings for “DESCRIPTION” is to be provided by the Owner.

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

# **Attachment J Certification of Contractor Non- Exclusion**

**(Only Required Post-Bid by Awarded Bidder)**



**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

# Attachment K E-Verification Affidavit

**(Only Required Post-Bid by Awarded Bidder)**





**E-VERIFICATION AFFIDAVIT**

(Employer)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

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

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

Signature of

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

This form must be notarized

# Attachment L Vendor Registration Form





## VENDOR SETUP FORM

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner/President: \_\_\_\_\_

Remit To Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Company Website: \_\_\_\_\_

Banking Information (Required for EFT Payment, if applicable):

Bank Name: \_\_\_\_\_ Name on Bank Account: \_\_\_\_\_

Routing Number:

Account Number:

Type of Account: ☐ Checking ☐ Savings ☐ Corporate/Commercial

Required: Taxpayer Identification Number: \_\_\_\_\_

Type of Operation (Check all that apply):

☐ Individual ☐ Corporation ☐ Manufacturer ☐ Partnership ☐ Distributor  
☐ Sole Proprietorship ☐ Retail Dealer ☐ Agent/Broker ☐ Limited Liability

PLEASE ATTACH ANY REVISED INFORMATION INCLUDING W9 AND/OR BANKING UPDATED INFORMATION, AS REQUIRED.....

Requisition #: \_\_\_\_\_ or N/A \_\_\_\_\_ (Direct pay items do not require a requisition #)

**Approvals:**

Requestor/Department: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_ 1099? Y N

Procurement Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Date Entered: \_\_\_\_\_ Entered By: \_\_\_\_\_

**\* Attach Documentation (If Provided)**

## **Select All Applicable Products/Service in Each Category:**

### **Voice Services & Products:**

- ☐ Call Accounting
- ☐ Calling Cards
- ☐ Local Services
- ☐ Voice Bridging
- ☐ VoIP Solutions
- ☐ Call Center
- ☐ Telephone Equipment
- ☐ Long Distance Services
- ☐ Voice Systems
- ☐ Wireless/Cellular
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### **Network/Internet Services & Products:**

- ☐ Converged Network Provider
- ☐ Internet Access
- ☐ Virtual Learning
- ☐ Custom Network/Internet Solutions
- ☐ Network Equipment
- ☐ Wireless LAN/MAN/WAN
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### **Video Services & Products:**

- ☐ Audio/Visual Equipment
- ☐ Interactive Video & Multimedia Equipment
- ☐ Video Bridging
- ☐ Integration Services
- ☐ Network Access
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### **e-Learning Solutions:**

- ☐ Course/Learning Management Application
- ☐ Training/Certification
- ☐ Course Content Provider
- ☐ Hosting – ASP Services
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### **Computer Services & Products:**

- ☐ Application Software (Microsoft, Adobe, Lotus, etc.)
- ☐ E-mail Applications
- ☐ Network Devices
- ☐ SAN, Enterprise, Etc.
- ☐ Web & Application Hosting/IT Services
- ☐ Computers, Servers & Add-On Components
- ☐ Internet Content Filtering Applications & Devices
- ☐ Peripheral Equipment
- ☐ Storage Systems
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

### **Additional Services & Products:**

- ☐ Auditors
- ☐ Electrical Generators & Power Suppression Equip
- ☐ Office Furniture
- ☐ Consulting
- ☐ Library Supplies, Equipment & Furniture
- ☐ Office Supplies & Equipment
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

**Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)**

**Required: (Attach a copy of your certification for all items circled above)**

**Check one: \_\_ African American \_\_ Hispanic \_\_ Native American \_\_ Asian \_\_ Caucasian \_\_ Other**

### **Definitions:**

**Disadvantage Business Enterprise (DBE)** – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

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

**Section 3 Business** - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

**Small Business Enterprise (SBE)** — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).

## DECLARATION BY VENDOR

**I confirm that:**

- i) Neither I nor any employee of \_\_\_\_\_ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Signature

# Attachment M Sample Bid Bond Form



SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the

State of Louisiana, as Surety, are held and firmly bound unto the Housing Authority of New Orleans (HANO), for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_ Located at \_\_\_\_\_

(Identify project by number and brief description)

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

**IN WITNESS WHEREOF**, the Principal and Surety have hereto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Name and Seal)

\_\_\_\_\_  
(Attorney-in-Fact)

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_



# Attachment N

# Performance Bond

# Sample Form

**(Only Required Post-Bid from Awarded Bidder)**



**INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero**

**PERFORMANCE AND PAYMENT BOND (OR BONDS)**

CITY OF: \_\_\_\_\_ STATE OF: LOUISIANA

PARISH OF: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned: \_\_\_\_\_

Of the City of \_\_\_\_\_ Parish of \_\_\_\_\_, State of \_\_\_\_\_

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

\_\_\_\_\_ (\$ \_\_\_\_\_)

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,**

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

**NOW, THEREFORE,** if the said principal shall well and truly in good sufficient and workmanlike manner, faithfully perform said Contract and Agreement, and shall and will in all respects duly and faithfully perform all and singular the covenant-conditions and agreements in and by said Contract agreed and covenanted by the said Principal, to be observed and performed and according to the true intent and meaning of said Contract, Plans and Specifications thereunder perform and complete the work required, and shall defend, indemnify and save harmless said Local Authority against all damages, claims, demands, expenses, and charges of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason of said Contract and the work thereunder required of said Principal or arising from any act, omission or neglect of said Principal, his agents, or employees with relation to said work and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver to the said Local Authority completed and ready for occupancy or operation and free from all liens, encumbrances, or claims for labor, materials or otherwise, during the original term of same, as well as during any period of extension of said Contract that may be granted on the part of the Local Authority; and shall promptly well and truly make payment to persons, firms, corporations, subcontractors, workmen,

**HOUSING AUTHORITY OF NEW ORLEANS, LA**

**INVITATION FOR BIDS (IFB) No. 25-911-19 Unit Renovations at Fischer III Housing Community 1638 Hero**

laborers, mechanics, furnishing materials for, or performing labor in prosecution of work provided in such Contract, all moneys to them owing by said Principal for subcontractor's work, labor and materials, workmen's compensation insurance, excise taxes or other lawful public charges, provided, furnished, or applicable to the construction of such improvements, provided in such Contract, for the said Local Authority and shall pay to the said Local Authority, all penalties provided for under the laws of this State for the violation of any provisions of law and/or of the provisions of said Contract, and shall pay all other expenses lawfully chargeable to the said Local Authority by reason of any default or neglect in the relation of said Contract and said work-then the obligation shall be and become null and void, otherwise to remain in full force and effect.

No modifications, omissions, or additions in or to the terms of said Contract, in the Plans and Specifications, or in the manner and mode of payment, shall in any manner affect the obligation of the undersigned Surety in connection with the aforesaid Contract.

The undersigned hereby does further consent and yield to the jurisdiction of the Civil District Court for the Parish of Orleans, in the State of Louisiana and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Surety, as well as all pleas or discussions in regard to the Contractor, its Principal under this Bond.

**IN WITNESS WHEREOF**, the above bonded parties have executed this Instrument under their several Seals, and these presents duly signed by their undersigned representative pursuant to the authority of their governing bodies;

**IN THE PRESENCE OF:**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BUSINESS ADDRESS:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Corporate Surety)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: Attorney-in-Fact

Date: \_\_\_\_\_

BUSINESS ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand

The total amount of premium is \$ \_\_\_\_\_

# **Attachment O**

## **Davis Bacon**

### **Wage Rates**



"General Decision Number: LA20250001 05/02/2025

Superseded General Decision Number: LA20240001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.	

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	04/04/2025
3	05/02/2025

ELEC0130-003 12/02/2024

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

Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	
\$ 35.00	16.03
-----	

ELEC0194-002 09/02/2024

BOSSIER, CADDO, and WEBSTER PARISHES

Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	
\$ 34.00	15.22
-----	

ELEC0446-002 09/01/2024

OUACHITA PARISH

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

and security systems).....\$ 28.95     1.75%+13.52

\* ELEC0576-003 03/01/2025

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 29.00	4.25%+10.70

ELEC0861-002 09/01/2024

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 31.98	4.34%+13.75

ELEC0995-003 01/01/2025

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).....	\$ 29.47	13.50

ELEC1077-006 05/27/2024

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 28.75	3%+11.55

PLUM0060-005 06/05/2023

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE

BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 31.70	13.85
-----		
PLUM0141-003 08/01/2023		

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 28.48	14.47
-----		
PLUM0141-008 08/01/2024		

OUACHITA PARISH

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 28.75	11.86
-----		
PLUM0198-002 12/08/2022		

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

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 32.42	16.50
-----		
PLUM0198-009 06/01/2014		

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

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 25.90	13.65
-----		
PLUM0247-004 05/01/2020		

RAPIDES PARISH

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 26.50	13.39
-----		
SHEE0214-003 07/01/2009		



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

	Rates	Fringes
--	-------	---------

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

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SHEE0214-005 02/01/2009

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

	Rates	Fringes
--	-------	---------

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

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SHEE0361-004 07/01/2012

BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES

	Rates	Fringes
--	-------	---------

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

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\* SULA2004-012 06/15/2004

	Rates	Fringes
--	-------	---------

CARPENTER (including drywall hanging, metal stud installation, and formbuilding/formsetting).....	\$ 11.78 **	0.00
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Laborer, common.....	\$ 8.01 **	0.00
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PAINTER

Brush, Roller, and Spray....	\$ 11.38 **	.83
Drywall Finishing.....	\$ 12.71 **	.78

Power Equipment Operator

Crane.....	\$ 13.00 **	0.00
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ROOFER.....	\$ 10.11 **	2.01
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**\*\*** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

=====

END OF GENERAL DECISION"

# **Attachment P**

# **Employment, Training, and Contracting Plan**



# **Attachment Q Statement of Bidder's Qualifications**

**(Only Required Post-Bid by Awarded  
Bidder)**



# Attachment R Corporate Resolution

(Bidder may use this form or their own corporate resolution)

**This is a required document**

