



INVITATION FOR BIDS

FOR

UPTOWN SCATTERED

SITES FORTIFIED ROOF

REPLACEMENT

IFB No. 26-911-19

SUBMISSION DATE:

September 24, 2026

2:00 PM CST

PREPARED BY:

**Housing Authority of New Orleans
Procurement and Contracts Department
1555 Poydras Street, Suite 1800
New Orleans, LA 70112**

ISSUED: August 25, 2026

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INVITATION FOR BID INFORMATION
AT A GLANCE

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AGENCY CONTACT PERSON	Paul Marquette, Senior Procurement Specialist Telephone: (504) 670-3447 E-mail: pmarquette@hano.org
HOW TO OBTAIN THE IFB DOCUMENTS AND ADDENDA ON HANO'S WEBSITE	1. Access www.hano.org. 2. Click on the "Business" tab on the blue taskbar. 3. Click on "Active Solicitations" and go to the specific solicitation. 4. If you have any problems accessing the IFB documents, please contact Procurement at pmarquette@hano.org.
PRE-BID CONFERENCE/SITE VISIT	A mandatory Pre-Bid Conference will be held on Sept. 8 2026, at 2:00 pm CST at 3811 Constance Street New Orleans, La. 70115
QUESTION SUBMITTAL DEADLINE	Sept. 15, 2026, at 4:00pm
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB. 2. As instructed within Section 3.0 of the IFB document, deliver one (1) complete set of the required submittals in a sealed envelope clearly marked with the words "Bid Documents" to HANO's Procurement and Contracts Department (address below).
BID SUBMITTAL RETURN AND DEADLINE	Sept. 24, 2026, at 2:00 pm CST Housing Authority of New Orleans Procurement and Contracts Department 1555 Poydras Street, Suite 1800 New Orleans, LA 70112
Bid Opening	Sept. 24, 2026, at 3:00 pm CST Housing Authority of New Orleans 10001 Lake Forest Blvd. HANO Boardroom, 10th Floor New Orleans, LA 70127

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

The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by the specifications and as shown on the drawings and as directed by the engineer/architect in accordance with **Attachment S**.

- Remove existing roofing and replace with FORTIFIED™ roofing system
- Replace damaged roof sheathing as required
- Provide documentation required to achieve FORTIFIED Home certification

Owner: Housing Authority of New Orleans

Architect of Record: Volume Zero, LLC

Project location: 8 residential rental buildings, located at the following addresses:

Address	Units In Service	Building Count
517-19 Robert	2	1
3810-16 Annunciation	4	1
3818-24 Annunciation	4	1
3811-13 Constance	2	1
1423-25-27-29 Terpsichore	4	1
1470 Constance (a.k.a. 1468-70)	4	1
3318 Danneel	4	1
3121-23 Gravier	2	1
	26	8

- 2.1 GENERAL REQUIREMENTS:** The Contractor shall complete repairs as indicated in the Specifications and Drawings in Attachment S.

3.0

3.1 BID SUBMITTALS

[Table No. 3]

(1) IFB Section	(3) Description
3.1.1	Form of Bid. This Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal. (REQUIRED)
3.1.2	Form HUD 5369-A (8/93), <i>Certifications and Representations of Bidders, Construction Contract</i>. This Form is attached hereto as Attachment B to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. Attachment E (REQUIRED)
3.1.2.1	Form HUD SF-LLL Disclosure of Lobbying Activities. This Form is attached hereto as Attachment B-1 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.2.2	Form HUD-50071 Certification of Payments to Influence Federal Transactions This Form is attached hereto as Attachment B-2 to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.2.3	Form HUD-50070 Certification for a Drug-Free Workplace This Form is attached hereto as Attachment B-3 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This two (2) page Form must be fully completed, executed, and submitted as a part of the bid submittal. (REQUIRED)

3.1.4	Equal Employment Opportunity/Supplier Diversity Policy & Statement. The bidder must submit a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). <u>This statement MUST be submitted on the Company's letterhead. (REQUIRED)</u>
3.1.5	Acknowledgement of Addenda. Please check HANO's website under "Business" and "Active Solicitations" to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment H. (REQUIRED)
3.1.6	Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment I. (REQUIRED)
3.1.7	Certification of Contractor Non-Exclusion Attachment J
3.1.8	Subcontractor/Joint Venture Information. 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. (If you do NOT plan to use any sub-contractor, include your statement on letterhead and include in bid submittal.)
3.1.10	Vendor Registration Form Attachment L
3.1.11	Bid Bond. All bids must be accompanied by a bid guarantee at the time of submission, which shall be in the form of a certified check, cashier's check, or bid bond for five percent (5%) of the contract price of work to be done, as evidence of good faith of the bidder. (REQUIRED) Attachment M
3.1.12	Statement of Bidder's Qualifications. This form must be submitted as a contributor to determining whether the bidder is responsible. (REQUIRED) Attachment Q
3.1.13	Corporate Resolution. This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. (REQUIRED) Attachment R
3.1.14	Employment, Training and Contracting Plan. Pages 21-24 MUST be completed and submitted with the sealed bid. The lowest bidder MUST complete the remaining required pages before Notice of Award is issued.
3.1.15	Section 3 Preference Form Attachment (D) (If you do NOT plan to submit as a Section 3 Business, indicate so on the Section 3 attachment)

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.

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)

(2)

(3)

(4)

(8)

IFB Section	Designation:	Unit Price	Quantity	Total Cost:
Attachment S	Lump Sum Cost for Uptown Scattered Sites Fortified Roof Replacement			
Total Base Bid				To be added to Louisiana Uniform Public Bid Form

3.3 Additional Information pertaining to the preceding listed Pricing Items.

3.31 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.

3.32 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.

3.33 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.

3.34 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 (stamped signature will not be accepted) signature copy bid submittal, shall be placed in a sealed package, and addressed to:

Housing Authority of New Orleans Procurement and Contracts Department
Attn: Paul Marquette, Sr. Procurement Specialist
1555 Poydras Street, Suite 1800, New Orleans, Louisiana 70112

3.41 Exterior of Submittal Package. The package exterior must clearly denote the above noted IFB number and must have the bidder's name, return address, state of Louisiana Contractor's License number and date and time bids are due. Bids

received after the published deadline will not be accepted. **Bids that do not have the required Contractor's License number on the outside of the bid package will not be accepted.**

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

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

3.5 Bidder's Responsibilities – Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement staff only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement 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, Senior Procurement Specialist, at pmarquette@hano.org**. Procurement will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of addenda with their submissions.

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

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

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

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

3.6.1.3 (2) Affirmative steps must include:

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

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

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

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

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

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

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

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

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

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

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 mandatory pre-bid conference is scheduled for 2:00 pm, September 8, 2026 at 3811 Constance Street, New Orleans, 70115.

- 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) IF B Section	(2) Document No.	(3) Attachment	(4) Description
3.8.1	1.0		This IFB Document
3.8.2	2.0		"No-Bid" Response Form
3.8.3	3.0	A	Form of Bid
3.8.4	4.0	B	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i>
3.8.5	5.0	B-1	Form SF-LLL <i>Disclosure of Lobbying Activities</i>
3.8.6	6.0	B-2	Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i>
3.8.7	7.0	B-3	Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i>
3.8.8	8.0	C	Profile of Firm Form
3.8.9	9.0	D	Section 3 Business Preference Form
3.8.10	10.0	E	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i>
3.8.11	11.0	F	<i>Supplemental Conditions for Bidders</i>
3.8.12	12.0	G	HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i>
3.8.13	13.0	H	Acknowledgement of Addenda
3.8.14	14.0	I	Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i>
3.8.15	15.0	J	Certification of Contractor Non-Exclusion
3.8.16	16.0	K	E-Verification Affidavit (Only required to be submitted post-bid by the awarded bidder)
3.8.17	17.0	L	Vendor Registration Form
3.8.18	18.0	M	Bid Bond Sample Form
3.8.19	19.0	N	Performance Bond Sample Form (Only required post-bid by the awarded bidder)
3.8.20	20.0	O	Davis Bacon Wage Rates
3.8.21	21.0	P	Employment, Training and Contracting Policy
3.8.22	22.0	Q	Statement of Bidder's Qualifications
3.8.23	23.0	R	Corporate Resolution
3.8.24	24.0	S	Technical Specifications and Drawings

3.9 BID RESULTS.

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

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

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

4.0 CONTRACT AWARD.

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

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

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

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

respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

421.1 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.

421.2 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).

422 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.

423 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.

43 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 days**. The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance".

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

44.1 In accordance with the direction provided in the State of Louisiana State Licensing Board for Contractors memo dated December 8, 2025, 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 classification in either Residential Construction or Residential Roofing.

- 442 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);
- 443 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.
- 444 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.
- 445 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).
- 45 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.

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

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"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 pmarquette@hano.org, or faxed to 504-286-8224.

Check all that apply:

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

Please keep my name on the Agency's Bidder's List.

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

- ☐ Specifications unclear. Please explain:

- ☐ Other: _____

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

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

Name of Company

Date

Printed Name of Authorized Representative

Phone Number

Signature of Authorized Representative

Email

Please return this completed form to:
Housing Authority of New Orleans
 Procurement & Contracts Department
 1555 Poydras Street, Suite 1800
 New Orleans, LA 70112
 Email: pmarquette@hano.org

IFB Attachment A (Form of Bid)



**FORM OF BID
(ATTACHMENT A)**

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

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

X=ITEM INCLUDED	SUBMITTAL ITEMS (One original and Three copies of each bid, including one with original signatures)
_____	1 Form of Bid (Attachment A)
_____	2 Form HUD-5369-A (Attachment E)
_____	3 Form SF-LLL (Disclosure of Lobbying Activities (Attachment B-1)
_____	4 Form HUD-50071 (Certification of Payments to Influence Federal Transactions (Attachment B-2)
_____	5 Form HUD-50070 - (Certification of a Drug-Free Workplace (Attachment B-3)
_____	6 Profile of Firm Form (Attachment C)
_____	7 Entry of Proposed Fees (Louisiana Uniform Public Work Bid Form (Attachment I)
_____	8 Acknowledgment of Addenda
_____	9 Equal Employment Opportunity/Supplier Diversity Policy & Statement
_____	10 Certification of Contractor Non-Exclusion
_____	11 Subcontractor/Joint Venture Information-If no Subs, you <u>MUST</u> include a statement indicating you will not use Sub-Contractors.
_____	12 Section 3 Business Preference Documentation
_____	13 Statement of Bidder's Qualifications (Attachment Q)
_____	14 Vendor Registration Form (Attachment L)
_____	15 Corporate Resolution (Attachment R)
_____	16 Employment, Training, and Contracting Plan (Attachment P - pgs. 21-24)
_____	17 Bid Bond, no less than 5% of base bid amount (Sample Form, Attachment M)

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

[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
(See Reverse for public burden disclosure.)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this 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 receipt. 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. 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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

Attachment B-3

HUD-50070

Certification of a Drug-Free Workplace



Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

Attachment C

Profile of Firm Form



PROFILE OF FIRM FORM

(Attachment C)

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

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

Signature Date Printed Name Company

Attachment D

Section 3 Submittal Form (Complete if you plan to submit as a in Section 3 Business)



Section 3 Business Preference Submittal Form

(Attachment D)

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

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

(1) Classification	(2) Total Number of CurrentPermanent 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.

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

2.2.4 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
	\$	%
	\$	%
	\$	%

2.2.5 Attach for each firm listed immediately above:

2.2.5.1 A detailed description of the subcontracted activity; and

2.2.5.2 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:

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

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

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

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

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

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

6.0 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 _____ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 _____ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 _ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4 _ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing

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

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

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

- 6.15 _For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 _ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 _ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 _ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 __After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 _Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

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

- 7.1 _Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 _In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 _Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or bids for contracts for work in connection with section 3 covered assistance.
- 7.4 ____ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 7.5 _For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

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

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

8.0 The undersigned bidder/bidder hereby declares:

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

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

8.2.1 NOT award the bidder/bidder a Preference; and

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

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

Signature

Date

Printed Name

Company

Attachment E

HUD- 5369-A



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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[] Black Americans

[] Asian Pacific Americans

[] Hispanic Americans

[] Asian Indian Americans

[] Native Americans

[] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Attachment F Supplemental Conditions



SUPPLEMENTAL CONDITIONS

In accordance with the direction provided in the State of Louisiana State Licensing Board for Contractors memo dated December 8, 2025, 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 classification in either Residential Construction or Residential Roofing.

The contractor must have an Active and Compliant Fortified Roofer designation.

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

Davis Bacon, Section 3, and the Employment Training & Contracting Policy

The project is subject to Labor Standards detailed in the Davis-Bacon and Related Acts pursuant to paragraph 46 of HUD Form 5370 - General Conditions for Construction Contracts. The current Wage Decision – LA20260001, Modification #2 dated 5/18/26 is incorporated in Attachment O of this IFB. All certified payrolls for the prime contractor and all subcontractors shall be entered by the contractor and all subcontractor in the LCP Tracker system (<https://lcptracker.com>). HANO will facilitate contractor and subcontractor access to this system.

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 pursuant to paragraph 40 of the HUD Form 5370 - General Conditions for Construction Contracts. 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.

Documentation of each individual worker's Section 3 status shall be obtained by the contractor and all subcontractors and entered in the LCP Tracker system to monitor progress toward the safe harbor benchmarks referenced in 24 CFR Part 75. For additional reference, consult HANO's Employment, Training, and Contracting Policy, Attachment P of this IFB.

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 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 **\$701.00**.

Contract Type

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

Bonding

All bids must be accompanied by a bid bond/guarantee, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent (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 bond in an amount not less than 100% of the amount of the contract, for faithful performance of their duties.

Invoicing

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

Payments

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

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

Request for Taxpayer Number and Certification (W-9)

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

Public Access to Procurement Information/Confidentiality

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

Indemnification

The successful Respondent(s) will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent(s) will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent. HANO will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this IFB will survive the expiration or termination of that contract.

Rights, Use, and Ownership of Assessment Materials

Assessment materials generated 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.

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.

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 for construction contracts.

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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Liens

Materials

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.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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.

2. Contractor's Responsibility for Work

- (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 no wise 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.

(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.

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

41. Interest of Members of Congress

No member 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.

47. Non-Federal Prevailing Wage Rates

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

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

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Attachment H Acknowledgment of Addenda



**ACKNOWLEDGEMENT OF
ADDENDA (ATTACHMENT H)**

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

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(CompanyName)

(Signature)

(Printed or Typed Name)

Attachment I

LOUISIANA UNIFORM PUBLIC WORK BID FORM

(Entry of Proposed Fees)



LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Housing Authority of New Orleans (HANO)
1555 Poydras Street, Suite 1800
New Orleans, Louisiana, 70112

(Owner to provide name and address of owner)

BID FOR: Fortified Roofs at Uptown Scattered Sites

(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: Volume Zero, LLC

and dated: July 24, 2026
(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 *(not used)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 *(not used)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 *(not used)* for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Housing Authority of New Orleans (HANO)
1555 Poydras Street, Suite 1800
New Orleans, Louisiana, 70112

(Owner to provide name and address of owner)

BID FOR: Fortified Roofs at Uptown Scattered Sites

(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:	☒ Base Bid or ☐ Alt.# ____ Replace deficient roof sheathing with new plywood roof sheathing.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	20	Each sheathing panel		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ____ Replace missing or deficient wood framing member with new framing member.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	20	Each framing member		

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

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

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

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

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

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

Wording 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



CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

(Print)

(Date)

(Signature)

Attachment K E-Verification Affidavit

(Only Required Post-Bid by Awarded
Bidder)



E-VERIFICATION AFFIDAVIT

(Employer)

STATE OF _____

CITY/COUNTY OF _____

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

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

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

Signature of

(Authorized Signatory)

(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

(Must be Notarized to be valid)

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) (SmallBusiness)

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) Foreach relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

Printed Name of Authorized Signatory

Signature

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for Instructions and the latest Information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

i ii iii iv v vi vii viii ix x xi xii xiii xiv xv xvi xvii xviii xix xx xxi xxii xxiii xxiv xxv xxvi xxvii xxviii xxix xxx	1 Name of entity/individual. An entity is required. (For an sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual sole proprietor ☐ Corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐	(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See Instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

m . . . Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

1 Social security number

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

01-ITJ-1111
or
Employer identification number

Note: If the account is in more than one name, see the Instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification,

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: _____

HOUSING AUTHORITY OF NEW ORLEANS, LA

Attachment N Performance and Payment Bond Sample Form

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



PERFORMANCE AND PAYMENT BOND (OR BONDS)

CITY OF: _____

STATE OF: LOUISIANA

PARISH OF: _____

PROJECT NO: _____

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

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

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

_____ (\$ _____)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,

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

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

HOUSING AUTHORITY OF NEW ORLEANS, LA

(including claims of patent infringement) arising out of injury or damage to persons or property by reason of said Contract and the work thereunder required of said Principal or arising from any act, omission or neglect of said Principal, his agents, or employees with relation to said work and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver to the said Local Authority completed and ready for occupancy or operation and free from all liens, encumbrances, or claims for labor, materials or otherwise, during the original term of same, as well as during any period of extension of said Contract that may be granted on the part of the Local Authority; and shall promptly well and truly make payment to persons, firms, corporations, subcontractors, workmen, laborers, mechanics, furnishing materials for, or performing labor in prosecution of work provided in such Contract, all moneys to them owing by said Principal for subcontractor's work, labor and materials, workmen's compensation insurance, excise taxes or other lawful public charges, provided, furnished, or applicable to the construction of such improvements, provided in such Contract, for the said Local Authority and shall pay to the said Local Authority, all penalties provided for under the laws of this State for the violation of any provisions of law and/or of the provisions of said Contract, and shall pay all other expenses lawfully chargeable to the said Local Authority by reason of any default or neglect in the relation of said Contract and said work-then the obligation shall be and become null and void, otherwise to remain in full force and effect.

No modifications, omissions, or additions in or to the terms of said Contract, in the Plans and Specifications, or in the manner and mode of payment, shall in any manner affect the obligation of the undersigned Surety in connection with the aforesaid Contract.

The undersigned hereby does further consent and yield to the jurisdiction of the Civil District Court for the Parish of Orleans, in the State of Louisiana and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Surety, as well as all pleas or discussions in regard to the Contractor, its Principal under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this Instrument under their several
Seals, and these presents duly signed by their undersigned representative pursuant to the authority of their
governing bodies;

IN THE PRESENCE OF:

ATTEST:

By: _____

Title: _____

Date: _____

BUSINESS ADDRESS:

(Corporate Surety)

ATTEST:

By: _____

Title: Attorney-in-Fact

Date: _____

BUSINESS ADDRESS:

The rate of premium on this bond is \$ _____ per thousand

The total amount of premium is \$ _____

HOUSING AUTHORITY OF NEW ORLEANS, LA

Attachment O

Davis Bacon

Wage Rates



"General Decision Number: LA20260001 05/18/2026 State: Louisiana

Construction Types: Residential Counties: Louisiana
Counties of 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 RESIDENTIAL CONSTRUCTION
PROJECTS (consisting of single family homes and
apartments up to and including 4 stories) Modification
Number Publication Date 1 01/30/2026 2 05/18/2026
ELEC0130-003 12/01/2025 ELECTRICIAN: INCLUDING LOW
VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND
SECURITY SYSTEMS (JEFFERSON, LAFOURCHE, ORLEANS,
PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST.
JOHN THE BAPTIST, ST. MARTIN (SOUTHERN PORTION), AND
Rates Fringes TERREBONNE

PARISHES).....\$ 36.00

16.66-----

----- ELEC0194-002 09/02/2025 ELECTRICIAN:
INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE
ALARMS AND SECURITY SYSTEMS Rates Fringes (BOSSIER,
CADDO, AND WEBSTER PARISHES).....\$ 35.85

15.58-----

----- ELEC0446-002 03/01/2025 ELECTRICIAN:
INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE
ALARMS AND SECURITY SYSTEMS Rates Fringes (OUACHITA
PARISH).....\$ 29.55

14.36-----

----- ELEC0576-003 09/01/2025 ELECTRICIAN:
INCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF FIRE
ALARMS AND SECURITY SYSTEMS Rates Fringes (RAPIDES
PARISH).....\$ 30.00

12.03-----

----- ELEC0861-002 09/01/2024 Rates Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND
INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS
(ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN
(NORTHERN PORTION) PARISHES)\$

31.98 15.14-----

----- ELEC0995-003 01/01/2025
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING AND
INSTALLATION OF FIRE ALARMS AND SECURITY SYSTEMS
(ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. Rates
Fringes LANDRY, AND WEST BATON ROUGE
PARISHES).....\$ 29.47 13.50-----

ELEC1077-006 05/26/2025 ELECTRICIAN: INCLUDING LOW
VOLTAGE WIRING AND INSTALLATION OF FIRE ALARMS AND
SECURITY SYSTEMS Rates Fringes (ST. TAMMANY
PARISH).....\$ 30.35 12.46--

----- PLUM0060-005 06/05/2023 PLUMBER: INCLUDING
HVAC PIPE (JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES,
ST. BERNARD, ST. CHARLES, ST. JAMES (SOUTHEASTERN
PORTION), ST. JOHN THE BAPTIST, Rates Fringes ST.

TAMMANY, AND TERREBONNE PARISHES).....\$

31.70 13.85-----

----- PLUM0141-003 08/01/2023 PLUMBER:

INCLUDING HVAC PIPE (BOSSIER, CADD0, AND Rates Fringes

WEBSTER PARISHES)\$

28.48 14.47-----

----- PLUM0141-008 08/01/2024 Rates

Fringes PLUMBER: INCLUDING HVAC PIPE (OUACHITA

PARISH).....\$ 28.75 11.86-----

----- PLUM0198-002

12/08/2022 PLUMBER: INCLUDING HVAC PIPE (ASCENSION,

EAST BATON ROUGE, LIVINGSTON , ST. JAMES (NORTHWESTERN

PORTION), ST. MARTIN (EASTERN PORTION), AND WEST Rates

Fringes BATON ROUGE

PARISHES).....\$ 32.42 16.50-

----- PLUM0198-009 06/01/2014 PLUMBER: INCLUDING

HVAC PIPE (ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY,

AND ST. MARTIN (WESTERN Rates Fringes PORTION)

PARISHES).....\$ 25.90

13.65-----

----- PLUM0247-004 05/01/2020 Rates Fringes

PLUMBER: INCLUDING HVAC PIPE (RAPIDES PARISH)\$

26.50 13.39-----

----- SHEE0214-003 07/01/2009 SHEET

METAL WORKER: INCLUDES HVAC DUCT (JEFFERSON,

LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.

CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. Rates

Fringes TAMMANY, AND TERREBONNE

PARISHES).....\$ 24.54 9.65-----

SHEE0214-005 02/01/2009 SHEET METAL WORKER: INCLUDES
HVAC DUCT (ACADIA, ASCENSION, CALCASIEU, EAST BATON
ROUGE, LAFAYETTE, LIVINGSTON, ST. LANDRY, ST. MARTIN,
AND WEST BATON Rates Fringes ROUGE

PARISHES).....\$ 24.37

9.20-----

----- SHEE0361-004 07/01/2012 SHEET METAL
WORKER: INCLUDING HVAC DUCT (BOSSIER, Rates Fringes
CADD0, OUACHITA, RAPIDES, AND WEBSTER PARISHES)\$

26.09 11.00-----

----- SULA2004-012 06/15/2004 Rates
Fringes

ROOFER\$

10.11 2.01 POWER EQUIPMENT OPERATOR:

CRANE.....\$ 13.00 0.00 PAINTER:

DRYWALL FINISHING.....\$ 12.71

0.78 PAINTER: BRUSH, ROLLER, AND

SPRAY.....\$ 11.38 0.83 LABORER,

COMMON.....\$ 8.01 0.00

CARPENTER (INCLUDING DRYWALL HANGING, METAL STUD

INSTALLATION, AND FORMBUILDING/FORMSETTING)\$

11.78 0.00-----

----- WELDERS - Receive rate prescribed for

craft performing operation to which welding is incidental.

=====

===== 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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or

after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).-----

----- 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 ~~US~~, ~~UAVG~~, ~~SA~~, or ~~??~~

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.-----

----- 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 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 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 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 Policy





EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

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Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

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

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

Summary of Requirements

	Targeted Section 3 Worker	Section 3 Worker	SMDBE Contracting	WBE Contracting	Section 3 Contracting	Section 3 Training & Internship
Requirements	A worker employed by a Section 3 business concern or a worker who currently fits or when hired fits at least one of the following categories, as documented within the past 5 years. 1. Public Housing resident, Section 8 assisted housing or Youthbuild. 2. Income-eligible resident of Public Housing or Section 8 assisted housing managed by the PHA. 3. Youthbuild Participant. 4. Labor Benchmark of 5%. ** Included in the 25 % requirement.	Individual's income is below the Low-Income limit is less than 80% AML. Employed by a Low-Income business concern. Youthbuild Participant. Labor Benchmark of 25%.	25% of the value of the construction contracts.	5% of the value of the construction contracts.	10% of the value of the construction contracts.	Paid Training and Internship Spots as listed in the Chart on Page 16 of HANO's Employment, Training and Contracting Policy.

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

B. Definitions

Labor Hours: The number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing assistance.

Professional Services: Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contract for legal services, financial consulting, accounting services, environmental services, architectural services, and civil engineering services.

Local Hire: Employee Residing within Orleans Parish.

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

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

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

Section 3 Worker: Any worker who currently fits or, when hired within the past 5 year fit, at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD, or
- (2) The worker is employed by a Section 3 Business Concern, or
- (3) The worker is a YouthBuild participant.

Service area or the neighborhood of the project: An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

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

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

Housing Authority (HA): Public Housing Agency

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

Employment Opportunities Generated by Section 3 Covered Assistance: All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

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

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

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

Section 3 Business Concern:

- (1) Business concerns that 51 percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- (2) Business where over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (3) Business concerns that are at least 51 percent (51%) owned and controlled by low- or very low-income persons.

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

whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract

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

Small, Minority, and Disadvantaged Business Enterprise (SMDBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who experience some form of social or economic disadvantage. For the purposes of SMDBE identification, the factors for proving social or economic disadvantage include at least one objective distinguishing factor such as race, ethnic origin, gender or gender identification, physical handicap, service in the military, long-term residence in an environment isolated from the mainstream of society, or other similar causes not common to individuals who are not socially disadvantaged.

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

Targeted Section 3 Worker: For public housing assistance, a Section 3 worker who is:

- (1) A worker employed by a Section 3 Business Concern; or
- (2) A worker who currently fit, or when hired within the past five (5) years fit, at least one of the following categories:
 - (i) A resident of public housing or Section 8-assisted housing; or
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by HANO; or
 - (iii) A YouthBuild participant.

YouthBuild programs: YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (WIOA).

U.S.C. 1701u).

Section 3 Final Rule: Section 3 Final Rule makes changes to the Section 3 regulations, now codified in 24 CFR Part 75 and is effective on November 30, 2020, designed to focus on economic opportunity outcomes while simultaneously reducing regulatory burden. These changes improve the effectiveness of Section 3, streamline some process that have not yielded significant benefits, and encourage HUD grantees to focus on sustained employment for low-and very low income individuals.

C. HANO Section 3 & DBE/WBE Policy Statements

Section 3 Policy Statement

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

With the Housing Authority of New Orleans’ (HANO) Board Resolution Number 2021-18, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

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

HANO, in accordance with applicable laws and regulations including those published at 24 CFR Part 75 and effective on November 30, 2020, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements.

HANO’s Section 3 requirement is that Section 3 Workers must perform 20% of all labor hours on a covered contract, and that Targeted Section 3 Workers must perform 5% of all labor hours on a covered contract.

It is the contractor’s responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject contractors to penalties including, but not limited to, the withholding of payments.

Small, Minority, and Disadvantaged Business Policy Statement Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 2 CFR Part 200 and in the Housing Authority of New Orleans’ (HANO) Board Resolution Number 2021-18, HANO hereby

modifies the numerical requirements relative to contracting with Small, Minority, and Disadvantaged Business Enterprises (SMBDE). HANO also reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide SMBDEs with the maximum opportunity to participate in the performance of contracts awarded by HANO.

HANO's SMBDE requirement is 30% of the value of the contract will be awarded to qualified SMBDEs. Small, Minority and Disadvantaged Business Enterprise requirements will be 25% of the value of the contract and Women Owned Business Enterprise requirements will be 5% of the value of the contract.

To comply with this requirement and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

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

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 25% of hours worked requirement. Which is 5% of hours worked for Targeted Section 3 Workers and 20% for Section 3 Workers. The priority list is:

- Priority 1: A resident of HANO housing site where the work is being done
- Priority 2: A resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A Section 8 assisted resident of Orleans Parish
- Priority 5: 5% Labor Hours Benchmark included within the 25% requirement

Contracting Requirements

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

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or

whose full-time, permanent workforce includes 30% of these persons as employees; or

Priority 3: HUD Youthbuild programs in Orleans Parish; or

Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

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

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

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

E. DBE/WBE Contract Requirements

Numerical Requirements

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

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

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

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

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

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

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

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

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

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

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

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

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

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

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

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period (Appendix):

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

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

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

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

Determination of Compliance

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 15 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

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

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

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

B. DBE/WBE Certification

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Development and Modernization Department. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by visiting HANO's website at www.hano.org.

Contracting Procedures:

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

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

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

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

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

IV. Contract Performance Phase: HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period:

- Contracting Compliance Report

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

Contracting:

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

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

C. Reporting Open Positions

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

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

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

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

- Contractors must contribute to HANO's Section 3 Employment, Training and Contracting Fund (ETCF), which provides training and other economic opportunities for HANO residents:
 - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**

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

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated July 27, 2021. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

Part IV –Training Requirements

Training Requirements for Construction Contracts

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

Training Requirements for Non-Construction Contracts

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

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

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



Part V – Contracting and Compliance Forms

Housing Authority of New Orleans (HANO) Section-3 Targeted Worker Individual Income Verification Form

The following information will be used to verify your individual eligibility under the Section 3 Final Rule regulations as set forth in 24 CFR Part 75.

A Section 3 resident seeking the preference in training and employment provided by this part shall certify or submit evidence to HANO and/or recipient contractor/subcontractor, if requested, that the person is a Section 3 resident.

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

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

For proof of residency I have provided at least one of the following:

- ☐ Copy of lease
- ☐ 2-months of Utility Bills
- ☐ Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Sec-3 Certification is living at their residence
- ☐ One of the acceptable proofs of income listed below that clearly indicates the applicant is a Orleans Parish resident
- ☐ Valid State ID

For proof of income I have provided at least one of the following:

- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
- ☐ Proof of Unemployed Status

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

Signature _____ Date _____

Contact Phone: _____

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.



Housing Authority of New Orleans (HANO) SECTION 3 REQUIREMENTS

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 93-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

Definitions:

Low-Income Person:

An individual whose income does not exceed 80% of the median income for the area, as determined by the Secretary of the U.S. Housing and Urban Development.

Hours Worked Requirement:

- 1) 25% Section 3 Worker. Is a worker whose individual income is below the low-income limit of 80% AMI, or employed by a low income business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories.
- 2) 5% Targeted Section 3 Worker. Is a worker employed by a Section 3 business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories, as documented within the past 5 years

Section 3 Worker and/or Resident:

- 3) A resident of HANO housing site where the work is being done; or
- 4) A resident of any HANO housing site; or
- 5) A participant in HUD Youthbuild program in Orleans Parish; or
- 6) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to resident of Orleans Parish; or
- 7) 5% Labor Hours Benchmark included within the 25% requirement.

Statement of Numerical Goals and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall, to the greatest extent feasible, provide training and employment opportunities to Section 3 residents to meet or exceed a numerical goal of 25% of all Section 3 Workers and 5% of Targeted Section 3 Workers for Hours Worked Requirement new hires in the following order of priority:

- | | |
|-------------|--|
| Priority 1: | A resident of HANO housing site where the work is being done |
| Priority 2: | A resident of any HANO housing site |
| Priority 3: | A participant in HUD Youthbuild program in Orleans Parish |
| Priority 4: | A Section 8 assisted resident of Orleans Parish |
| Priority 5: | 5% Labor Hours Benchmark included within the 25% requirement |



ORLEANS PARISH, LOUISIANA SECTION 3 ANNUAL INDIVIDUAL INCOME LIMITS 2021

Limits DO NOT apply to residents of HANO development sites

Orleans Parish Median Income: \$70, 100

FY 2021 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Low (80%) Income Limits</u>	\$39,300	\$44,900	\$50,500	\$56,100	\$60,600	\$65,100	\$69,600	\$74,100

Definition of Section 3 Resident:

- 1) A resident of HANO housing site where the work is being done; or
- 2) A resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to low or very low-income resident of Orleans Parish; or.
- 5) 5% Labor Hours Benchmark included within the 25% requirement.

*Source – HUD FY 2020 Income Limits Documentations System, [FY 2021 Income Limits Documentation System -- Summary for Orleans Parish, Louisiana \(huduser.gov\)](#)



HOUSING AUTHORITY OF NEW ORLEANS

LIST OF CORE EMPLOYEES

CONTRACT EXECUTION DATE: _____

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

EMPLOYEE NAME/ADDRESS	DATE OF HIRE	JOB CLASSIFICATION
Example: John Doe 1515 Mockingbird Lane City, State	10/10/00	Plumber

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING SCHEDULE

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

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

Summary:

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS SECTION 3

EMPLOYMENT AND TRAINING SCHEDULE

IFB NO. _____

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

Job Category	Total Estimated Positions Needed for Contract	Total Estimated Number of Workforce Labor/Man hours Needed for Contract	Total Number of Positions Currently Occupied by Core Employees	Total Estimated Number of Workforce Labor/Manhours to be Performed by Current Core Employees	Total Estimated Number of Workforce Labor/Manhours to be Performed by Section 3 Residents	Training Plan			
						List Types of Pre-Apprenticeship and Apprenticeship Trainings That Will Be Provided to Section 3 Employees/HANO Residents	Number of "On The Job Training" Positions Available to Section 3 Residents	List The Name Of The Training Program Provider	What Type of Certification Will Be Provided At The Completion of Training
Ex. Clerical	2	80 hours	1	50 hours	30 hours		1		

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: _____ IFB# _____
Name of Prime Contractor

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

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

Name of Subcontractor _____

Description of Work to Be Performed by Subcontractor _____

Contract Value (inclusive of change orders) \$ _____

Term of Contract (include start and end dates) _____

Subcontractor Status (Section 3, DBE, WBE) _____

By: _____
Prime Contract Signature

Printed or Typed Name

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. _____

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

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

Bidder's/Offeror's Name

By: _____
Signature

Printed or Typed Name

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

Contractors Section 3 Employment and Training Compliance Report

Reporting Period: _____

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

Prime Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

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

Name: _____ Title: _____

Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

Employer Paid Training Report

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

Company Name: _____

Type of Training: _____

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

Employer Name: _____

Date: _____

Title: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Section 3 Labor/Manhour Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____ 20____

Identify all Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form. List all employees who work on this Project.

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

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: _____

Total Number of Manhours Worked by Section 3 Employees: _____

Total Percentage of Manhours Worked by Section 3 Employees: _____

Name: _____

Title: _____

Date: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Contracting Compliance Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

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

Report for month of: _____ 20_____

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

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

Total Amount Paid to Contractor by HANO:

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

Total Amount Paid by Contractor to Section 3 Business Concerns:

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

Total Amount Paid by Contractor to DBEs:

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

Total Amount Paid by Contractor to WBEs:

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

Name: _____

Title: _____

Date: _____



Section 3

Employment and Training Assessment

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

Personal Information

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Alt. Telephone _____

Current Age _____ Date of Birth _____

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

If Yes, Which Site: _____ Name of Individual _____ Are you a HANO

Housing Choice Voucher Participant () YES () NO

If Yes, Name of Individual _____

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

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

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College _____

College _____ List Degree _____ Year Completed _____

Name of last School Attend _____ City _____ State _____

Last Year Attended _____

Employment

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

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

3. Current Job Title _____ Hourly Rate _____

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

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

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

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

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

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

Employment History

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

Transportation

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

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

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

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

References: DO NOT INCLUDE RELATIVES.

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Signature: _____ Date: _____

Print Name: _____

SKILLS ASSESSMENT

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

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

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

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

☐	HAZMAT	☐	LIST OTHERS	☐	
☐	HAZWOPER	☐		☐	
☐	Truck Driving	☐		☐	
☐	OSHA	☐		☐	
☐	Pipe laying	☐		☐	
☐	Green Construction	☐		☐	
☐		☐		☐	
☐		☐		☐	

II. Comments

Attachment Q

Statement of Bidder's Qualifications



**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT**

**WEST BANK SCATTERED SITES
FORTIFIED ROOF REPLACEMENT**

IFB 26-911-05

STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

BUSINESS NAME:		
AVG. ANNUAL SALES (LAST 3 YEARS):	CURRENT NET WORTH:	DATE BUSINESS STARTED:
PARENT COMPANY (IF AFFILIATE):		PREVIOUS BUSINESS NAME:

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

BANK NAME:	ADDRESS:
CONTACT PERSON:	TELEPHONE NO.:

STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.)**QUALITY ASSURANCE**

	YES	NO
A. Has the Bidder has successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?		

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages if additional space is needed.

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:

The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:
-------------------------	----------------------------	--------------

Attachment R

Corporate Resolution

(Bidder may use this form or their own corporate resolution)

This is a requirement document



CORPORATE RESOLUTION

I, _____, the undersigned Secretary of _____(The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of _____and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the _____day of _____, _ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that _____ (name), _____(title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with the Housing Authority of New Orleans: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the Housing Authority of New Orleans prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this ____day of _____,202_.

(Corporate Seal)

Secretary-Treasurer

Attachment S

This drawing set may be provided by the Architect and/or by the Owner in digital PDF format (Portable Document Format). The drawing sheets are intended by the Architect to be printed on seventeen-inch-wide by eleven-inch-high paper.

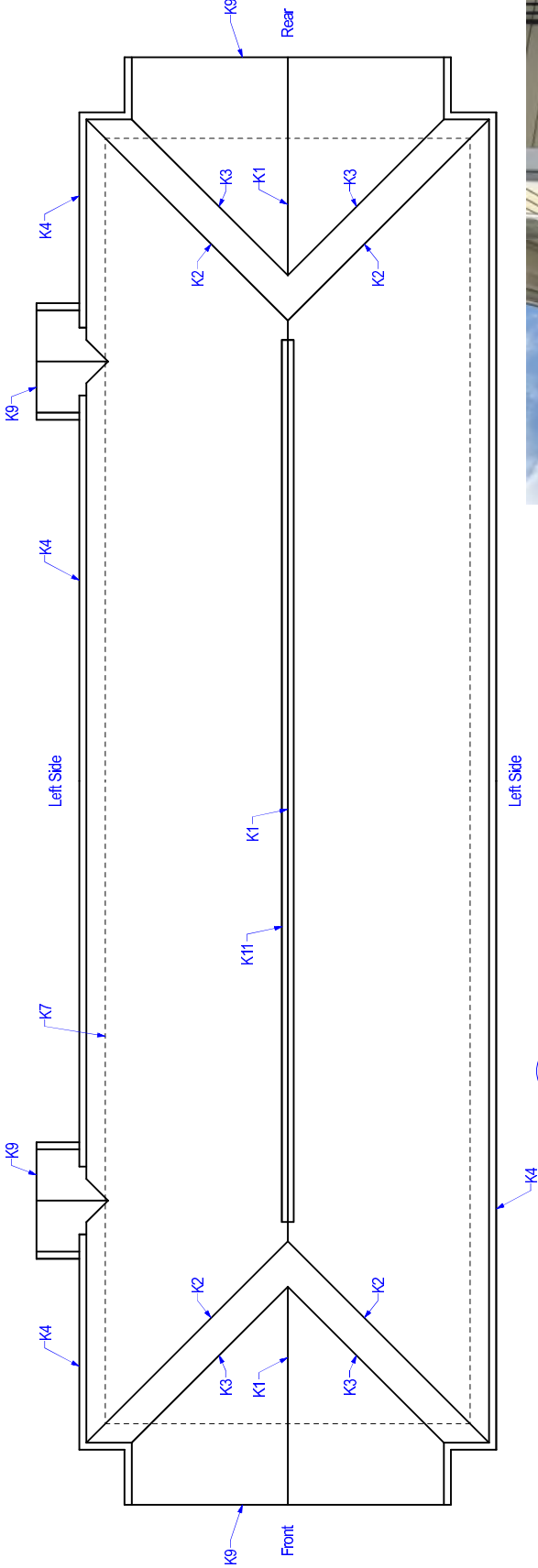
PROJECT GENERAL NOTES		INDEX OF DRAWINGS	
1. The Contractor shall verify all relevant dimensions and field conditions before proceeding and shall notify the Architect of any discrepancies between existing field conditions and how they are portrayed in these drawings. Contractor shall verify the fit of all proposed construction. Dimensions provided by the Architect are approximate. 2. Provide final cleaning of the project area as per Specification Section 01 77 00. 3. The Contractor shall make a reasonable effort to prevent hazards & inconveniences to tenants, neighbors, and the general public. The Contractor shall make a reasonable effort to provide for the safety of persons on the public right of way(s) adjacent to the site and shall secure any necessary permits for barricades, signs, covered walks or other safety features. Such safety features, as deemed to be reasonable, shall be within the Contractor's scope of work. 4. Construction means and methods shall be the responsibility of the Contractor. 5. All specified materials, fixtures, etc. shall be new unless otherwise specified and shall be handled & installed according to all of the manufacturers' instructions & recommendations. Should the Contractor discover an apparent discrepancy between the manufacturer's instructions & recommendations and the Project Drawings and/or Project Specifications, the Contractor shall bring the discrepancy to the Architect's attention as soon as feasible. 6. The Contractor shall acquire all the required permits to perform the work, and the work shall comply with all applicable codes & laws. Should the Contractor discover an apparent discrepancy between applicable codes & laws and the Project Drawings and/or Project Specifications the Contractor shall bring the discrepancy to the Architect's attention as soon as feasible. 7. The Contractor shall promptly notify the Architect if any discrepancies within the Contract Documents are discovered. In the absence of prompt feedback from the Architect, the Specifications documents shall take precedence over the Drawings. If there are apparent discrepancies within the Drawings and/or Specifications that are not clarified by the Architect prior to the submission of bids for construction, the construction bid amount shall be for the most costly of the apparently conflicting work items. 8. Roofing work shall comply with the requirements of the IBHS Fortified Roof™ program. 9. See and comply with the Project Manual, which includes technical specifications for the Project. 10. See Appendix "A" to the Technical Specifications in the Project Manual for roof dimensions and roof slopes. 11. The Roof Plans are noted with key note markers ("K1", "K2", et cetera). See the Key Notes below on this drawing sheet. 12. Existing roof penetrations for Plumbing, HVAC, and Electrical systems are not shown on the Roof Plans. Perform work at all these penetrations as per Specification Section 07 31 13, Paragraph 3.3, Item I – Boots and covers at penetrations. 13. Prior to installing new Fortified™ roofs, remove existing roofing materials including existing asphalt shingles, existing roofing underlayment, existing through-roof vents, and existing boots & caps at roof penetration pipes & ducts. 14. Replace ALL roofing at all buildings that are included in the Project scope of work, including roofing over interior spaces and roofing over exterior spaces.		SHEET 00	GENERAL Notes, Index of Drawings
		01	ROOF PLANS
		02	1470 Constance Street, Units A, B, C, & D
		03	1423, 1425, 1427, & 1429 Terpsichore Street
		04	517 & 519 Robert Street
		05	3318 Danneel Street, Units A, B, C, & D
		06	3121 & 3124 Gravier Street
		07	3811 & 3813 Constance Street
		08	3810, 3812, 3814, & 3816 Annunciation Street
			3818, 3820, 3822, & 3824 Annunciation Street
		09	MISCELLANEOUS
		10	1470 Constance Street, Units A, B, C, & D gables and trim 3810, 3812, 3814, & 3816 Annunciation Street remedial work at deficient hip rafter

KEY NOTES	
K1 K2 K3 Ridge, Hip, Valley.	K4 K5 K6 K7 K8 K9 K10 K11 K12 K13 Gutters. Adjust gutters and downspouts as required. See Specification Section 07 31 13, Paragraph 3.3, Item G. New Louver Vent. See Specification Section 07 31 13, Paragraph 2.4, Item E. 1. Remove existing vent or existing sheathing as required to install new louver vent. Provide new brace assembly to brace existing spliced hip rafter. See Drawing Sheet 10. Outline of construction below roof (shown dashed). Tree or bush (outline shown approximated). Trim branches a minimum of five feet distant from the roof surface prior to installing any new roof materials. Replace porch roof. See Specification Section 07 31 13, Paragraph Existing fire separation wall in attic. New continuous ridge vent. See Specification Section 07 31 13, Paragraph 2.4, Item E. 2. Provide ventilation gap through existing roof sheathing material as required. Provide cover assembly for attic side of existing gable end wall louvered vent. Comply with Fortified™ roof requirements. Store new cover assembly in attic; do not install new cover assembly at existing vent. See Sheet 09. New row of round soffit vents @ sixteen inches (16") on-center. See Specification Section 07 31 13, Paragraph 2.4, Item F. Provide new holes through existing soffit material as required. Provide quantity of vents as shown.

Replace existing siding at right side gable end wall and remove wall lower vent. See photo on this Sheet, and see Sheet 09. Perform same work at the left side gable end wall of this building. 1 01 Roof Plan, 1470 Constance St., Front Building (Unit A) Scale: 1/8" = 1'-0" date of photos: May 18, 2026 3 01 Photo: Gable End Wall, Left Side, 1470 Front Building Scale: 1/8" = 1'-0" 2 01 Roof Plan, 1470 Constance St., Rear Building (Units B, C, & D) Scale: 1/8" = 1'-0" 4 01 Photo: Rear of Front Building Scale: 1/8" = 1'-0" 5 01 Photo: Front of Rear Building Scale: 1/8" = 1'-0"	FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Sheet No. 01 07/24/2026 Bid Issue
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2 View of Side Entry Porch & Stair Scale: 1/8" = 1'-0" 1 Roof Plan, 1423, 1425, 1427, & 1429 Terepsichore St. Scale: 1/8" = 1'-0" 3 View of Front Scale: 1/8" = 1'-0" 4 View of Rear Scale: 1/8" = 1'-0" date of photos: May 18, 2026	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue Sheet No. 02
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1 03 Roof Plan, 517 & 519 Robert St. Scale: 1/8" = 1'-0" 2 03 Photo: Rear Scale: 1/8" = 1'-0" 3 03 Photo: Front Scale: 1/8" = 1'-0" date of photos: June 03, 2026	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue Sheet No. 03
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Left Side

1 Roof Plan, 3318 Danneel St., Units A, B, C, & D
Scale: 1/8" = 1'-0"



2 View From Rear Yard, 3318 Danneel St.
Scale: 1/8" = 1'-0"



3 View From Street, 3318 Danneel St.
Scale: 1/8" = 1'-0"



4 View of Side Entry Porch & Stair, 3318 Danneel St.
Scale: 1/8" = 1'-0"

date of photos:
May 16, 2026

Architect's project #26-006
A/E Task Order #2, HANO Contract #25-011-28A

Volume Zero, LLC
1034 Joliet Street
New Orleans, La 70118
504-864-9909
Michael Cajski & Van Tran, Architects

FORTIFIED ROOFS AT UPTOWN SCATTERED SITES
for the Housing Authority of New Orleans (HANO)

07/24/2026 Bid Issue

Left Side 1 05 Roof Plan, 3121 & 3123 Gravier St. Scale: 1/8" = 1'-0" date of photos: May 18, 2026 2 05 Photo: Front Scale: 1/8" = 1'-0" 3 05 Photo: Rear Scale: 1/8" = 1'-0"	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue Sheet No. 05
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1 06 Roof Plan, 3811 & 3813 Constance St. Scale: 1/8" = 1'-0" 2 06 Photo: Front Scale: 1/8" = 1'-0" 3 06 Photo: Rear Scale: 1/8" = 1'-0" date of photos: May 18, 2026	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-911-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue Sheet No. 06
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date of photos:
May 18, 2026

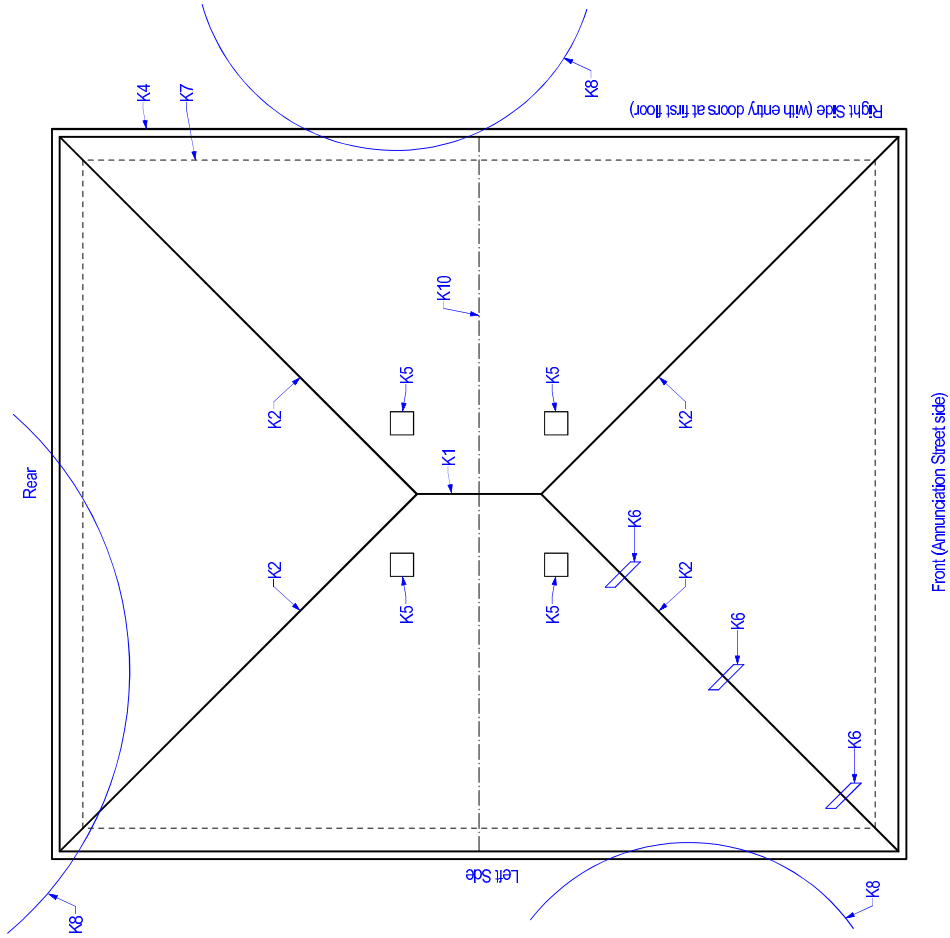
2
07 Photo: Front
Scale: 1/8" = 1'-0"



3
07 Photo: Right Side (with entry doors) & Rear
Scale: 1/8" = 1'-0"



4
07 Photo: Rear & Left Side
Scale: 1/8" = 1'-0"



1
07 Roof Plan, 3810, 3812, 3814, & 3816 Annunciation St.
Scale: 1/8" = 1'-0"

date of photos:
May 18, 2026



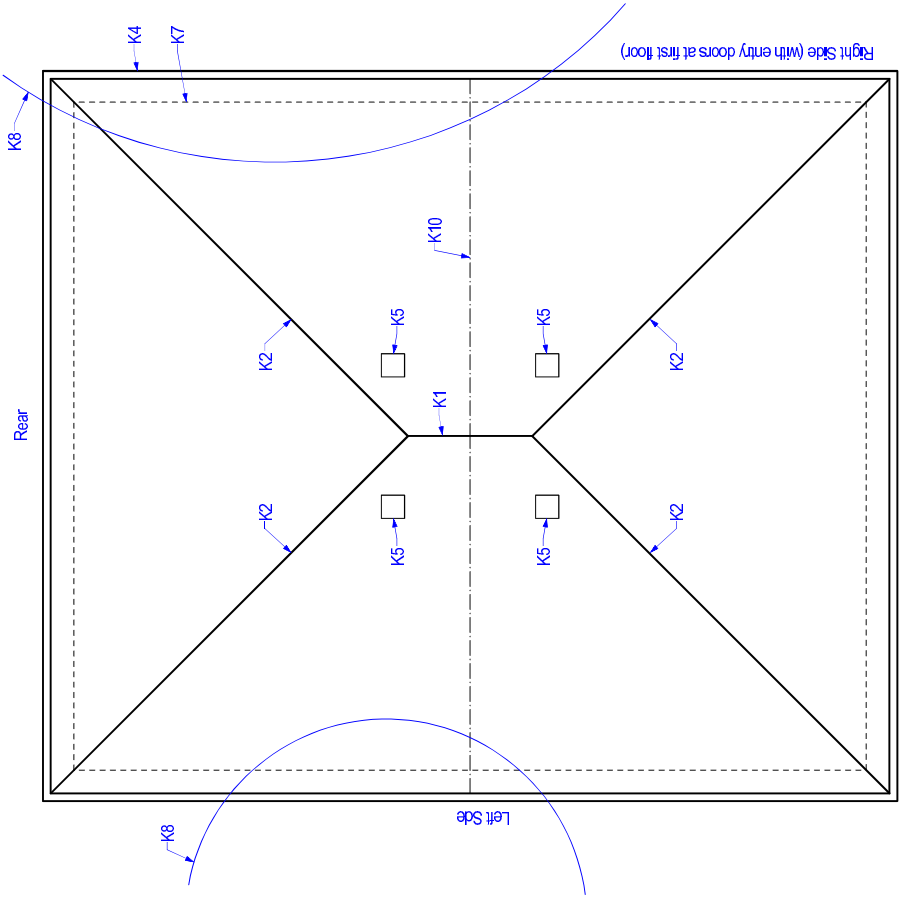
2
08

Photo: Front
Scale: 1/8" = 1'-0"



3
08

Photo: Right Side (with entry doors)
Scale: 1/8" = 1'-0"



Front (Annunciation Street side)

1
08

Roof Plan, 3818, 3820, 3822, & 3824 Annunciation St.
Scale: 1/8" = 1'-0"

New preservative-treated 1/2" plywood panel. Size as required to overlap existing framed opening by 2" on all 4 sides, up to 48" X 32". Remove existing vent assembly and provide new preservative-treated 1/2" plywood wall sheathing over existing opening. Provide new preservative-treated wood framing as required for secure attachment of new wall sheathing. See Specification Sections 06 05 74 and 06 10 00. Remove existing wood trim at both sides of roof ridge and replace it with new 5/4 (1" actual) thick HardTrim fiber cement trim, smooth surface texture. Trim board width shall be up to 9 1/4" and rip-out as required to match existing board width. See Spec Section 07 46 46. Remove existing wood trim at both sides of roof ridge and replace it with new 5/4 X 6 (1" X 5 1/2" actual size) HardTrim fiber cement trim, smooth surface texture. See Spec Section 07 46 46. Remove & replace lap siding in outlined area. See Spec Section 07 46 46. Siding exposure dimension shall be 5". Siding shall have a wood graining surface texture to match existing siding. Remove & replace gutter and downspout components as required to replace siding and trim. If gutter and downspout components are damaged by the Work, replace them in-kind with new components. NOTES: 1. Left side of Building is shown here. Right side is a mirror image. Provide the indicated work at both the left side and the right side of the building. 2. Provide new weather resistant barrier sheathing under new trim and siding. See Spec Section 07 25 00. 3. Provide joint sealant work and painting work to finish new trim and siding. See Spec Sections 07 92 00 and 09 91 13. 4. Provide new metal flashing over existing window head trims - two windows at each side of building. See Drawing 3, this Sheet. 2 09 Remedial Work at Front Building Gable End Walls Scale: not to scale NOTES: 1. Re-paint existing drip edge trim (including sloped top surface) prior to installation of new metal flashing. 2. Provide a continuous single flashing piece over each window; do not splice pieces. 3. Match flashing lengths to lengths of existing drip cap trims. 4. Flashing shall have a factory applied finish, either galvanized or white. 5. Fasten upper leg of flashing to wall at 12" OC and at each end. 3 09 Remedial Work at Front Building Gable End Walls Scale: 1 1/2" = 1'-0"	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue 09 Sheet No.
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Existing 2x8 hip rafter Existing splice member at each side of existing hip rafter New 2x6 vertical member at each side of existing hip rafter splice. See Drawing 3 on this Sheet about fastening to existing hip rafter splice. Existing splice member Existing underside of roof sheathing Existing 2x8 hip rafter Existing splice member Existing 2x6 common rafter Simpson Strong-Tie SP1 connector at each side of each 2x6 vertical member (4 total per brace assembly). New 2x6 horizontal member, perpendicular to hip rafter. Span a pair of existing joists as shown. 3 new screws at each joist, Simpson Strong-Tie Strong-Drive SDWH Timber-Hex 5/16" X6"; Double-Barrier Construction Screws. Provide 1/8" pilot holes, 6" deep through new member and into centerlines of existing joists. 1" minimum overlap of member beyond joist at each end. Centerline of existing hip rafter above Existing joist, typical 1 10 2 10 3 10 4 10	Existing 2x8 hip rafter sandwiched between existing splice members. 1/2" gap between top of new vertical 2x6 and bottom of existing roof sheathing. 5 new screws at top of each 2x6 vertical member. Screws shall be #10 X 3 1/2" coarse thread coated exterior-grade. Basis-of-Design product: Deck Plus #10 X 3 1/2" Wood & Fence screws. New 2x6 vertical member at each side of existing hip rafter splice. New 2x6 horizontal member, perpendicular to hip rafter. Span a pair of existing joists as shown. See Drawing 2, this Sheet, about fastening to existing joists. Simpson Strong-Tie SP1 connector at each side of each 2x6 vertical member (4 total per brace assembly). Tops of existing joists. 3 10 Brace Assembly, Elevation Detail Scale: 1 1/2" = 1'-0" NOTES: 1. Provide a new brace assembly at each of three existing hip rafter splices. 2. All new lumber shall be preservative-treated. See Spec Sections 06 05 74 & 06 10 00. 3. Request access to attic hatches at least 3 business days in advance of attic access date(s). 4. Remove and re-install existing loose blown-in insulation as required to perform the work.	Brace Assembly, Plan Detail at Existing Hip Rafter Splice Scale: 1 1/2" = 1'-0" Brace Assembly, Plan Detail at Existing Joists Scale: 1 1/2" = 1'-0" 2 10 3 10 4 10	Architect's project #26-006 A/E Task Order #2, HANO Contract #25-011-28A Volume Zero, LLC 1034 Joliet Street New Orleans, La 70118 504-864-9909 Michael Cajski & Van Tran, Architects FORTIFIED ROOFS AT UPTOWN SCATTERED SITES for the Housing Authority of New Orleans (HANO) 07/24/2026 Bid Issue Sheet No. 10
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TECHNICAL SPECIFICATIONS

(A PART OF THE PROJECT MANUAL)

FOR THE PROJECT:

FORTIFIED ROOFS AT UPTOWN SCATTERED SITES

Prepared for:

**Housing Authority of New Orleans (HANO)
1555 Poydras Street, Suite 1800
New Orleans, Louisiana 70112**

Prepared by:

**Volume Zero LLC [architectural design studio]
1034 Joliet Street
New Orleans LA 70118
Architect's Project Number: 26-006**

July 24, 2026

This project consists of roofing work to be performed at the following locations in New Orleans, Louisiana

1. 1470 Constance Street, Units A, B, C, & D
2. 1423, 1425 1427, & 1429 Terpsichore Street
3. 517 & 519 Robert Street
4. 3318 Danneel Street, Units A, B, C, & D
5. 3121 & 3123 Gravier Street
6. 3811 & 3813 Constance Street
7. 3810, 3812, 3814, & 3816 Annunciation Street
8. 3818, 3820, 3822, & 3824 Annunciation Street

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01 33 00	SUBMITTAL PROCEDURES
01 45 00	QUALITY CONTROL
01 55 00	TEMPORARY FACILITIES AND CONTROLS
01 57 19	ENVIRONMENTAL PROTECTION
01 66 00	PRODUCT STORAGE AND HANDLING
01 71 00	EXECUTION REQUIREMENTS
01 73 29	CUTTING AND PATCHING
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07 31 13	ASPHALT SHINGLES
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07 65 00	FLEXIBLE FLASHING
07 92 00	JOINT SEALANTS
<u>DIVISION 08 - OPENINGS</u>	
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NOT USED	
<u>APPENDIX “A” – PHOTOGRAPHS OF THE BUILDINGS AND ROOF REPORTS</u>	

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SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction and other CSI Division 0 documents, and Technical Specifications, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered this Contract is replacement of existing roofs with IBHS certified Fortified™ roofs and related work at residential buildings. These building are occupied by tenants. Each building includes up to four (4) residential living units. These buildings are all located within the City of New Orleans, Louisiana; the specific locations of these buildings are indicated in the Drawings and on the title page of this Project Manual.
- B. The drawings consist of eleven (11) drawing sheets, each sized eleven inches high by seventeen inches wide. These drawing sheets are numbered 00 through 10.
- C. Architect Identification:
 - 1. The Contract Documents, dated July 24, 2026, were prepared for the Project primarily by the Architect:

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

- D. Work of this contract as depicted on the drawings includes but is not necessarily limited to the following:
 - 1. exterior painting
 - 2. joint sealants
 - 3. removal of existing roofing materials
 - 4. rough carpentry, including preservative-treated wood
 - 5. asphalt shingles (as a part of a Fortified™ roof assemblies)
 - 6. self-adhering roof underlayment (as a part of a Fortified™ roof assemblies)
 - 7. fiber cement siding and trim
 - 8. flashing and sheet metal (as a part of a Fortified™ roof assemblies)
 - 9. replacement of caps and boots at pipe and duct roof penetrations.
 - 10. adjustment of gutter/downspout assemblies as required for roof work
 - 11. tree trimming and/or tree removal
 - 12. cleaning of gutter and downspout interiors

13. Inspection of existing conditions and replacement of any roof sheathing & roof framing determined by the Architect to be deficient.
14. Progress cleaning and final cleaning of areas affected by the Work
15. Warranties and certifications, including FORTIFIED Homes™ certifications for each of the sites listed in the numbered list on the cover of these Technical Specifications.

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

- E. The Contractor shall maintain a full-time superintendent until the punch list for the project is completed. The superintendent shall have at least ten (10) years continuous experience as a project superintendent in building construction.
- F. The Contractor shall maintain an in-house Project Manager until the punch list for the project is completed. The Project Manager shall have at least ten (10) years continuous experience as a project manager in building construction.
- G. **Upload photographs, and information to the website(s) indicated below. Provide geo-tagged, time-stamped photographs as required for compliance with the IBHS FORTIFIED Homes™ program procedures and as required for the completed roof work to be certified by the IBHS as Fortified™.**
 1. **CompanyCam.com**
 - a) **The Contractor shall be required to have a paid CompanyCam account, and the Contractor shall be responsible for payment and administrative work to keep this account active throughout the Contract Period and the Warranty Period.**
- H. **In addition to the work indicated in item F above, provide all documents and information that is required for the IBHS Fortified™ Roofs program procedures and as required for the completed roof work to be certified by the IBHS as Fortified™.**
- I. Coordinate with the City of New Orleans Department of Safety & Permits as required for inspections of the work and to close out the permits for the work.
- J. The Contractor shall pay for all taxes, licences, and permits required for execution of the Work. Note: This is a sales tax-exempt project; refer to the Front End (Division 00) documents. Note: The Architect will apply for the building permits. The Contractor is responsible for paying all associated permit fees and coordinating with the City regarding issuance of the permits.
- K. The work of this contract is described in this Project Manual and in the Drawings.

1.3 CONTRACT METHOD

- A. Construct the Work under a Lump Sum Construction Contract. A sample of the HUD form construction contract is included in the Division 0 portion of this Project Manual.

1.4 SPECIFICATION FORMAT AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "Master Format 6-Digit" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Bid Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Bid Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Bid Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Bid Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a) The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.5 FIRE SAFETY PRECAUTIONS

- A. At the end of each workday, combustible packaging and crating materials for building products and equipment to be installed shall be removed from the building(s).
- B. The necessary number of appropriate type of portable fire extinguishers per National Fire Protection Association (NFPA) Standard Nos. 10 and 241 shall be provided for all construction areas.

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

1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on the premises within the existing site area. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary utilities may be erected by the Contractor and shall be erected with labor and materials furnished by the Contractor without expense to the Owner.

The temporary utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

- C. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by a Federal, State, or Local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, parking lot, or roads.
- D. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- E. Working space and space available for storing materials on site shall be within the existing property lines.
- F. Workers are subject to rules of the Owner applicable to their conduct.
- G. Do not dispose of any material on site, either by burial or burning.

1.7 SECURITY

- A. Contractor shall be responsible for all security measures to include but not limited to: fire, theft, vandalism, water damages, protection of public, etc.
- B. Obtain and pay for barriers, fences, signage, temporary enclosures or other measures required for necessary security of all buildings.
- C. Contractor shall be responsible for security as indicated until substantial completion.
- D. See the Division 00 ("Front End") specifications for more contract provisions regarding security.

1.8 SPECIAL WORK RESTRICTIONS

- A. Smoking by Contractor personnel shall not be allowed on any of the project sites. Disposal of cigarette butts and other smoking materials shall not be allowed on any of the project sites.
- B. On-site work hours.
 - 1. On-site work shall be restricted to Mondays through Fridays, 8:00 AM to 5:00 PM.
 - 2. On-site work shall not be performed on Federal holidays or State of Louisiana holidays.

- C. See Specification Section 01 14 00 for more contract provisions regarding work restrictions.

1.9 SAFETY, GENERAL

- A. The Contractor shall take measures to provide a reasonable degree of safety. Such measures shall include safety measures to prevent falling debris from causing injuries and safety measures to prevent sharp or jagged objects from causing injuries.
 - 1. Provide a daily magnetic sweep cleaning at each site to dispose of nails and other small ferrous metal objects.
- B. See the Division 00 ("Front End") Specifications for more contract provisions regarding safety.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 11 00

SECTION 01 14 00 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

- A. The Contractor shall not use any of the sites/Lots to perform work not directly related to this project.
- B. The Contractor shall not use any of the sites/Lots for storage not directly related to this project.
- C. The Contractor may not use any utility services paid by tenants. The Contractor shall assume that all utility services at the project sites are paid by the tenants unless informed otherwise in writing by the Architect. See Specification Section 01 55 00 regarding temporary utility services to be provided by the Contractor.
- D. All of the Contractor's temporary facilities at the work sites shall be placed in specific locations approved by the Architect. Keep tenant parking areas, porches, stairs, stoops, and walkways available for tenant use, and provide reasonable safety protection for tenants and visitors.
- E. See Specification Section 01 11 00, Paragraph 1.8, regarding restriction of work hours for on-site work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 22 00 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section.
- B. The Louisiana Uniform Public Work Bid Form UNIT PRICE FORM relates to this Section and shall take precedence in the case of any conflicts with this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Administrative and procedural requirements for unit prices.
 - 2. Descriptions of unit prices and the work associated with them.
 - a. The descriptions of work in the Bid Form are abbreviations and shall be interpreted as such. The definitive and full descriptions are included in this Specification Section.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by a Bidder or Bidders, stated on the Bid Form as a price per unit of measurement for materials and/or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES & MISCELLANEOUS

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, profit, and bonds.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Payment for unit prices shall be by appropriate modification to the Agreement Between Owner and Contractor.
- C. List of Unit Prices: A list of unit prices is included at the end of this Section. Any Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

- D. A project price cap may be imposed upon the Contractor. Contractor pricing shall not exceed the price cap even if Unit Pricing work is authorized. If the extent of authorized unit pricing work would cause the project price cap to be exceeded, it shall be the responsibility of the Contractor to inform the Architect and Owner in writing prior to performing the authorized Unit Pricing work.
- E. Bid amounts for unit price work shall include all work and costs incidental to the work described in this Specification Section.
- F. Unit Price work descriptions on the Bid Form are abbreviated descriptions and do not necessarily describe the full scope of Unit Price work items. The full descriptions of Unit Price work items are in this Specification Section, not in the Bid Form.
- G. All of the Unit Prices are additive unless noted otherwise.
- H. The Contractor shall perform unit price work as assigned/awarded by the Owner. Performance of such work is not optional for the Contractor if assigned/awarded.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1:
 - 1. Description: Replace missing or deficient roof sheathing with new 15/32-inch (nominally ½") thick plywood roof sheathing. Comply with Specification Sections 06 05 74 and 06 10 00. Comply with FORTIFIED Home™ requirements for Fortified™ roofs.
 - 2. Unit of Measurement: each 4-foot by 8-foot sheathing panel, whether the panel is full-sized or cut to fit.
- B. Unit Price No. 2:
 - 1. Description: Replace missing or deficient dimensional wood framing member with new preservative treated Grade #2 dimensional wood framing member, up to 16 board feet per member. Comply with Specification Sections 06 05 74 and 06 10 00. Comply with FORTIFIED Home™ requirements for Fortified™ roofs.
 - 2. Unit of Measurement: each wood member, up to 16 board feet in size.

- C. Should it be determined by the Architect that other types of work are required, additional unit price items & costs may be used if agreed upon in writing by the Owner and the Contractor. The creation of such additional unit price items/costs shall not require a Change Order, but must be written in official Project correspondence received by the Owner, Architect, and Contractor. Such correspondence shall be signed by authorized representatives of the Owner and the Contractor.

END OF SECTION 01 22 00

SECTION 01 31 13 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Requests For Information (RFI's)
 - 3. Change Orders
 - 4. Payment Applications
 - 5. Administrative procedures.
 - 6. Conservation of energy, water and materials.
 - 7. Coordination Drawings.
 - 8. Administrative and supervisory personnel.
 - 9. Project meetings.
 - 10. Daily reports to be submitted by the Contractor.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.
 - 4. Division 1, Section "Summary of Work" for management and supervision by Contractor personnel and **coordination of IBHS FORTIFIED™ Home program for Fortified™ roofs.**
 - 5. Division 7 Section "Asphalt Shingles" **coordination of IBHS FORTIFIED Home™ program requirements.**

1.3 COORDINATION

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

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.
- F. Contractor Logs. Provide logs to document Contractor documents as listed below. Logs shall include dates and brief descriptions of the logged documents. Logs shall also include information on the current status of the documents with regard to review and acceptance by Architect and Owner as applicable. Provide updated logs to reflect changes.
1. Requests for Information (RFI's)
 2. Submittals (See Specification Section 01 33 00.)
 3. Change Orders.
- G. Requests for Information (RFI's).
1. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified and submit to Engineer in a format approved by Engineer. The procedure for review and response to RFIs is below:
 - a) Submit RFI in the form to Engineer.
 - b) Engineer's Action: Engineer will review each RFI, determine action required, and respond.
 - c) Engineer's action may include a request for additional information, in which case, Engineer's time for response will date from time of receipt of additional information.
 - d) Engineer's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal
 - e) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
 - f) On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response
 - g) On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response
 - h) RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly at the construction progress meeting for review and discussion.

- H. Change orders shall be in compliance with Clause 29 of Form HUD-5370 and in compliance with this Specification Section 01 31 13; in the case of a conflict, Clause 29 of Form HUD-5370 shall govern.
1. If, in the course of the work, unforeseen conditions are discovered or if additional work is requested by the Owner, a contract Change Order may be utilized to modify the scope and price of the construction contract. The procedure for approval of a Change Order is as follows:
- a) If unforeseen conditions are discovered, submit a Request for Information (RFI) per the requirements indicated within this section.
 - b) The Engineer will review the RFI and determine if the contract needs to be modified to address the unforeseen conditions. The required scope of work for the change will be indicated within the RFI response, if warranted.
 - c) If additional work is requested by the Owner, the Engineer will communicate the requested additional scope of work with the Contractor.
 - d) After either the RFI response or the additional scope of work request is received from the Engineer, the Contractor will formulate a Proposed Change Order (PCO). The PCO shall include, at a minimum, the following information:
 - 1) PCO summary sheet w/ PCO number, general project information, and proposed total additional cost for the PCO.
 - 2) PCO proposed scope of work
 - 3) Detailed cost breakdown including costs for materials, labor, equipment, and subcontractors. Labor shall be broken down by hours and labor category.
 - 4) If subcontractors are utilized for the work, a formal cost proposal shall be submitted for their work.
 - 5) The maximum allowable markup on work performed by subcontractors shall be 10%.
 - e) A PCO shall be maintained at all times in tabular form showing the following minimum information:
 - 1) PCO Number
 - 2) PCO amount
 - 3) Brief description of PCO scope of work
 - 4) PCO submittal date to Engineer
 - 5) PCO approval date

The PCO log shall be updated and submitted for review and discussion at the weekly progress meetings.
 - f) Engineer will review PCO and determine if revisions are necessary.

- g) If PCO is deemed acceptable to the Engineer, the PCO will be forwarded to the Owner for processing and execution of a formal Change Order.
 - h) Any PCO work performed in advance of the Owner's approval of the PCO will be at the Contractor's risk. Owner approval of the PCO shall be in writing.
- I. Payment Applications shall be in compliance with Clause 27 of Form HUD-5370 and in compliance with this Specification Section 01 31 13; in the case of a conflict, Clause 27 of Form HUD-5370 shall govern.
 - 1. Applications for payment shall be submitted to the Engineer monthly. Requirements for **each** payment application shall be as follows:
 - a) Form of the payment application shall be AIA Form G 702 "Payment Application and Certificate for Payment:
 - 1) HUD-5100 series forms
 - 2) Contractor and subcontractor lien waivers
 - 3) Receipt of all daily reports, certified payrolls, compliance reports, and an updated project schedule
 - 2. In addition to the items listed in Paragraph above, submit the following information with the **first** application for payment:
 - a) Evidence of contract recordation with the Orleans Parish Clerk of Court
 - b) Submittal schedule
 - c) Staff information and contacts
 - d) List of Subcontractor(s)
 - e) LCP Tracker setup for contractor and subcontractor(s)
 - f) Copies of applicable licenses
 - g) Copies of applicable permits
 - h) Fortified™ Home Roofer certification
 - 3. For the **final** payment application, submit the following information in addition to the information delineated in Paragraph 1 above:
 - a) Substantial completion document(s) issued by the Engineer
 - b) Certification of Punch List completion
 - c) Final lien waiver
 - d) HANO completion and release forms
 - e) Certificate of Lien & Privilege Issued by the Orleans Parish Clerk of Court
- J. Provide daily reports at the end of each working day via e-mail in PDF format. The daily reports shall be in a format approved by the Owner and the Architect. Reports shall contain the following minimum information:
 - 1. Weather conditions
 - 2. Number of workers at each site
 - 3. Names of subcontractors present at each site

4. Description of work performed at each site
5. Photographs of work performed at each site.

K. Identification & itemization of properties.

1. Whenever written information is provided about a specific roof, a specific building, a specific living unit, or a specific site, the site shall be identified in writing by municipal address. These municipal addresses are listed on the Project Manual cover, in Specification Section 01 11 00, and in the Index of Drawings on Drawing Sheet 00.
2. Daily reports shall be itemized by site. See Sub-Paragraph F above.
3. Contractor Pay Applications shall indicate costs itemized by site. See Form HUD-5370, Clause 27.

1.4 SUBMITTALS

- A. Coordination Drawings:** Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. As noted on the drawings; refer to Section "Basic Mechanical Materials and Methods" and Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names:** Within 7 days of starting construction operations, submit a list of principal staff assignments, including superintendent, project manager, and other key personnel. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including mobile and office telephone numbers.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

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

1.6 PROJECT MEETINGS

- A. General:** Participate in meetings and conferences at a Project site or at the Owner's offices as scheduled by the Architect.

1. Attendees: The Architect shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. The Architect shall notify Owner, Architect and other necessary parties of scheduled meeting dates and times.
 2. Agenda: The Architect shall prepare the meeting agenda and shall distribute the agenda to all invited attendees.
 3. Minutes: The Architect shall record significant discussions and agreements achieved and shall distribute the meeting minutes to everyone concerned, including Owner and Contractor, within 3 days of the meeting. Incorporate any comments received within 7 days of issuance of the initial minutes.
- B. Pre-Construction Conference: The Architect shall schedule a Pre-Construction conference before starting on-site construction operations, at a time convenient to Owner, Contractor, and other necessary parties but no later than seven (7) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent, project manager; and major subcontractors including roofing contractor; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a) Tentative construction schedule.
 - b) Phasing.
 - c) Critical work sequencing.
 - d) Designation of responsible personnel.
 - e) Procedures for processing field decisions and Change Orders.
 - f) Procedures for processing Applications for Payment.
 - g) Distribution of the Contract Documents.
 - h) Submittal procedures.
 - i) Preparation of Record Documents.
 - j) Use of the premises.
 - k) Responsibility for temporary facilities and controls.
 - l) Parking availability.
 - m) Office, work, and storage areas.
 - n) Equipment deliveries and priorities.
 - o) Safety and First aid.
 - p) Security.
 - q) Progress cleaning.
 - r) Working hours.

C. Preinstallation Conferences:

Conduct a roofing preinstallation conference at Project site as outlined in Section 07 31 13 – Asphalt Shingles

- a) Record significant conference discussions, agreements, and disagreements.
- b) Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- c) The Fortified™ roof inspector/certifier, the Architect, and relevant Contractor representatives shall be present.

D. Progress Meetings: The Architect shall conduct progress meetings at weekly intervals and record minutes of meeting. The meeting shall be on the same day of the week and time each week.

1. Attendees: In addition to representatives of Owner and Architect, the Contractor and its superintendent and project manager, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a) Contractor's Construction Progress Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Progress Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b) Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication (if applicable)

- 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
3. Reporting: The Architect shall distribute minutes of the meeting to each party present and to parties who should have been present.
 4. Schedule Updating: The Contractor shall revise the Construction Progress Schedule monthly (at a minimum) taking into account the minutes from each progress meeting and shall issue a revised schedule concurrently with each monthly request for payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 13

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. If there are any conflicts between this Specification Section and Specification Section 01 32 00, Specification Section 01 32 00 shall govern.
 - 1. **See Specification Sections 01 11 01, 01 31 13, and 07 31 13 regarding submittal of information and documents as required by the IBHS FORTIFIED Homes™ program for Fortified™ roofs.**

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals including but not necessarily limited to, the following:
 - 1. Procedures.
 - 2. Construction Progress Schedules.
 - 3. Schedule of Values.
 - 4. Proposed Subcontractors and Major Suppliers.
 - 5. Materials/Product Data and Samples.
 - 6. Manufacturer's Instructions.
 - 7. Written Correspondence.

1.3 PROCEDURES

- A. Deliver submittals to Architect at address indicated on the drawings and the Project Manual or via e-mail in PDF format to michael@volumezero.com.
- B. Online submittal services such as ProCore (www.procore.com) may be used only if use of the online service is requested in writing by the Contractor and approved in writing by the Architect.
- C. Transmit each item under Architect accepted form. Identify Project, Owner, Architect, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification Section number, as appropriate. Identify any and all deviations from Contract Documents. Provide space for Contractor and architect review stamps. Stamp each item indicating review by Contractor.
- D. Comply with construction progress schedule for submittals under the provisions of this Section. Coordinate submittal of related items.

- E. After Architect reviews submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Construction Progress Schedule: Submit construction progress schedule in bar chart format.

1.5 SCHEDULE OF VALUES

- A. Submit schedule as per Form HUD-5370.
- B. Format: Table of Contents of these Specifications. Identify each line item with number and title of the major Specification Sections.
- C. Include in each line item a directly proportional amount of Contractor's overhead and profit; do not list overhead and profit as separate line items.
- D. Revise schedule to list change orders, for each application for payment.
- E. The Schedule of Values shall be reviewed and agreed upon by the Owner and Architect.

1.6 PROPOSED SUBCONTRACTORS AND SUPPLIERS

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

1.7 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submittals on 8-1/2" x 11", 8-1/2" x 14", 11" x 17", 24" x 36" paper size or larger shall be submitted in no less than six (6) copies. Receipt of less than the required numbers of copies will be cause for withholding the shop drawings, product data or samples from being reviewed by the Architect until receipt of the necessary copies. The Contractor's letter of transmittal for each submittal must conform to the typical Contractor's "Transmittal Letter". Each shop drawing, product data or sample submittal shall be listed separately on the transmittal and identified thereon. Failure to do this may cause rejection of the submittal. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings common to the specifications section. The Architect shall return to the Contractor a transmittal letter identifying the shop drawing with the disposition noted thereon when the review is completed.

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

“NAME OF PROJECT: _____
ARCHITECT’S NAME AND PROJECT NO.: _____
REF: TECHNICAL SPECIFICATION SECTION NAME
AND NO.: _____
SHEET NO.: _____”

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

Contractor's approval of this document, does not waive or alter any contract responsibilities of subcontractor or supplier, nor does it approve of or relieve subcontractor etc. for any of his errors omission, etc. for which he remains fully responsible.

NAME OF CONTRACTOR: _____
SIGNATURE: _____
DATE: _____”

- B. Shop drawings, product data and samples reviewed by the Architect, returned to the Contractor will be stamped with the action noted as follows:

1. CONFORMS WITH CONCEPT or APPROVED
2. REJECTED
3. CONFORMS AS NOTED or APPROVED AS NOTED
4. REVISE AND RESUBMIT
5. SUBMIT SPECIFIED ITEM

- C. "Rejected", "Revise and Resubmit", and "Submit Specified Item" shall require new submittal; "Conforms with Concept", "Approved", "Conforms as Noted", and "Approved as Noted" need not be returned for further review if Architect notations are acceptable to the Contractor and Sub-contractors. In checking the shop drawings, product data and samples prior to submittal, the Contractor shall note corrections or comments on the drawings, including his approval stamp and date with signature. See Paragraph 1.7, A, 1. for compliance.

1.8 PRODUCTS, MATERIALS, AND EQUIPMENT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer’s standard data to provide information unique to the Work.

- B. Submit the number of copies which Contractor requires, plus one copy which will be retained by Architect.

1.9 MANUFACTURER'S INSTRUCTIONS

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

1.10 SAMPLES

- A. Submit samples as indicated in other Specification Sections for specific products/materials. Submit samples as required for materials testing.
- B. The review process identified under paragraph 1.7, shall also apply to samples.

1.11 MANUFACTURER'S CERTIFICATES

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

1.12 TRANSMITTALS AND WRITTEN CORRESPONDENCE

- A. All transmittals and written correspondence by the Contractor to the Architect shall include the following as a minimum:
 - 1. Project Name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Architect's name and Project #.
- B. Any correspondence received by the Architect lacking the information require by item "A" above may be returned to the Contractor by the Architect without any acknowledgement, review or response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 45 00 – QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.

1.3 QUALITY CONTROL, GENERAL

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

1.4 WORKMANSHIP

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

1.5 MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 45 00

SECTION 01 55 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. electricity, lighting
 - 2. mobile phone and internet service with WI-FI
 - 3. water
 - 4. sanitary facilities
 - 5. barriers and enclosures
 - 6. protection of existing items
 - 7. protection of installed new work
 - 8. cleaning during construction
 - 9. storage sheds
 - 10. removal of temporary facilities
 - 11. fire protection

1.3 ELECTRICITY, LIGHTING

- A. The Contractor shall provide temporary electrical power as required. See Specification Section 01 14 00 regarding restrictions on using utilities paid by tenants.
- B. See Specification Section 01 57 19 regarding noise restrictions for electric power generator equipment.

1.4 MOBILE PHONE AND INTERNET SERVICE

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

1.5 WATER

- A. Provide water As required for construction operations. Connect to existing hose bibbs.

1.6 SANITARY FACILITIES

- A. Provide and keep clean at all times required sanitary facilities and enclosures.
- B. Provide one (1) portable toilet (Port-O-Let) at each Lot at which work is being performed. (Exception: where work is being performed at adjacent Lots, the Contractor may provide one portable toilet to service the adjacent Lots.)
- C. Arrange to have portable toilet cleaned and serviced weekly.
- D. Provide toilet tissue holders and tissue.
- E. Remove portable toilets upon substantial completion of work at each Lot.

1.7 BARRIERS AND ENCLOSURES

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

1.8 PROTECTION OF EXISTING ITEMS AND INSTALLED NEW WORK

- A. Provide temporary protection for installed products. Control traffic in immediate areas of work to minimize damage.
- B. Prohibit storage on lawns, sidewalks, and landscaped areas except as otherwise approved in writing by the Owner or Architect.
- C. Protect exterior HVAC equipment. Cover equipment such that falling debris will not fall on it or into it.
 - 1. Protect exterior HVAC equipment in a manner that allows for continued operation of the equipment; allow for air flow above and around the equipment.

1.9 CLEANING DURING CONSTRUCTION

- A. Broom sweep and magnetic sweep areas affected by the Work on a daily basis.
- B. Keep sidewalks and other paved areas free of dangerous debris such as nails.
- C. Control accumulation of waste materials and rubbish utilizing small roll-off dumpsters; periodically dispose of off-site.

1.10 STORAGE SHEDS

- A. Provide, at the option of the Contractor, storage containers for tools, materials, and equipment.

1.11 REMOVAL OF TEMPORARY FACILITIES

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

1.12 FIRE PROTECTION

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

PART 2 - PRODUCTS

- 2.1 Not Used

PART 3 - EXECUTION

- 3.1 Not Used

END OF SECTION 01 55 00

SECTION 01 57 19 - ENVIRONMENTAL PROTECTION

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 specifies the control of environmental pollution and damage that the contractor is required to program for in consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants and resources encountered by or generated by the Contractor. Control measures specified are considered an obligation of the Contractor with the costs included within the various contract items of work.
- B. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; effect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and historical purposes.

1.3 QUALITY CONTROL

- A. Establish and maintain quality control for the environmental protection of all items set forth herein.
- B. Record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

1.4 SUBMITTALS (not used)

1.5 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protection of Land Resources: Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the Architect and Owner. Do not fasten attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.

1. Protection of Landscape: Protect trees shrubs, vines, grasses, Land form and other landscape features shown on the drawings to be Preserved, by marking, fencing, or using any other approved techniques.
 - a) Protect from damage existing trees and shrubs not to be removed from the construction site.
 - b) Immediately repair all damage to existing trees and shrubs by trimming, cleaning and painting with antiseptic tree paint.
 - c) Building materials or construction activity shall not be stored on the ground closer to existing trees or shrubs than the farthest extension of their Limbs.
 2. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Transport all solid waste off the property and dispose of solid waste in compliance with Federal, State, and local disposal requirements.
 3. Store chemical waste in corrosion resistant containers, removed from the work areas and dispose of in accordance with Federal, State and local regulations.
- B. Protection of Water Resources: Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters and sewer system.
- C. Protection of Air Resources: Keep construction activities under surveillance, management and control to minimize pollution of air resources. No burning of waste materials will be permitted on the sites. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State of Louisiana's Air Pollution Statues, Rules arid Regulations, and Federal emission and performance laws and standards. Maintain ambient air quality standards set by the Environmental Protection Agency, for those construction operations and activities specified.
- D. Noise Control: Take every action possible to minimize noise. Perform noise producing work in less sensitive hours of the day or week as directed by the Architect and Owner. Maintain noise produced by the work at or below the decibel Levels and within the time periods specified.
1. Repetitive, high level impact noise will be permitted only between 7:00 a.m.- and 6:00 p.m unless otherwise permitted by Local. Repetitive impact, noise on the property shall not exceed the following dB limitations:

<u>Time Duration of Impact Noise</u>	<u>Sound Level in Db</u>
More than 12 minutes in any hour	70
Less than 30 seconds of any hour	85

Less than three minutes of any hour	80
Less than 12 minutes of any hour	75

2. Provide equipment, sound-deadening devices, and take noise abatement measures that are necessary to comply with the requirements of this contract, consisting of, but not limited to the following:

- a) Maximum permissible construction equipment noise levels at 50 feet (dBA):

<u>Earth Moving</u>		<u>Materials Handling</u>	
Front Loaders	75	Concrete Mixers	75
Backhoes	75	Concrete Pumps	75
Dozers	75	Cranes	75
Tractors	75	Derricks Impact	75
Scapers	80	Pile Drivers	95
Graders	75	Jack Hammers	75
Trucks	75	Rock Drills	80
Pavers, Stationary	80	Pneumatic Tools	80
Pumps	75	Saws	75
Generators	75	Vibrators	75
Compressors	75		

- b) Shields or other physical barriers to restrict the transmission of noise.
- c) Soundproof housings or enclosures for noise-producing machinery.
- d) Efficient silencers on air intakes for equipment.
- e) Efficient intake and exhaust mufflers on internal combustion engines that are maintained to have equipment Perform below noise Levels specified.
- f) Lining of hoppers and storage bins with sound deadening material.
- g) Conduct truck loading, unloading and hauling operations so that noise is kept to a minimum.

- E. Restoration of Damaged Property: When or Where in the execution of the work under this contract, any direct or indirect damage injury is done to public or private property by or on account of any act, emission, neglect, or misconduct, the Contractor, at no additional cost to the Owner, shall restore the damaged property to a Condition equal to that existing before damage or injury was dam. Repair, rebuild or otherwise restore property as directed or make good such damage or injury in an acceptable manner.

- F. Final Clean-up: On completion of project and after removal of all debris, rubbish and temporary construction, the construction area shall be left in a clean condition.

END OF SECTION 01 57 19

SECTION 01 66 00 – PRODUCT STORAGE AND HANDLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 PRODUCTS

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

1.4 TRANSPORTATION AND HANDLING

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

1.5 STORAGE AND PROTECTION

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 66 00

SECTION 01 71 00 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field Architecting with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for procedures for submitting general installation of products.

1.3 SUBMITTALS (not used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning demolition or installation work, investigate and verify the existence and location of existing construction and conditions affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates the Contractor's acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect not less than two (2) days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without the Architect's written permission.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or excessive loading.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Allow for building movement, including thermal expansion and contraction.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

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

not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore substrates and finishes damaged by construction activity. Comply with requirements in Division 1 Section "Cutting and Patching."
- B. Restore any permanent facilities used during construction to their pre-construction condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair Contractor-provided components that do not operate properly. Remove and replace operating components that cannot be repaired

END OF SECTION 01 71 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 06 through 09 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

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

1.4 SUBMITTALS (not used)

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their structural capacity or shape.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-protection systems.
 - 4. Control systems.
 - 5. Communication systems.
 - 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that

results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise and vibration control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary support and bracing: Provide temporary support and bracing of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Final Completion.
 - 2. List of Incomplete Items (Punch List).
 - 3. Project Record Documents.
 - 4. Warranties.
 - 5. Final Cleaning.
- B. Provide separate close out procedures as indicated in this Section for each site (or for each group of sites at which the work is completed simultaneously).
- C. Related Sections include the following:
 - 1. Division 0 regarding payment applications as related to payment for Substantial and Final Completion.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Divisions 2 through 32 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Permission to Occupy Project Mortgages, complete the following: List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. (not used)
 - 5. Prepare and submit Project Record Documents, and similar final record information.

6. Deliver spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Complete all punch list items in their entirety.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 0 Specifications.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 WARRANTIES

- A. Organize warranty documents into an orderly sequence, itemized by site.

1.6 FORTIFIED™ CERTIFICATIONS

- A. Work at each site shall not be deemed Substantially Complete until the IBHS issues a certification that the roof(s) at that site have been awarded a FORTIFIED Home™ Hurricane designation for a period of five (5) years.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Clean each surface or unit affected by the Work to a condition expected in an average commercial building cleaning and maintenance program.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- D. Thoroughly clean interiors of gutters and downspouts after all new roofing materials are installed.

END OF SECTION 01 77 00

SECTION 06 05 74 – PRESERVATIVE TREATED WOOD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preservative treated wood dimensional lumber and preservative treated plywood.
 - 2. Fasteners, hot-dipped galvanized finish.

1.3 REFERENCES

- A. ASTM A307 – Low carbon steel externally and internally threaded fasteners.
- B. ASTM A653 – Hot-dip galvanizing of steel.

1.4 SUBMITTALS

- A. Submit product data under the provisions of Section 01 33 00.
- B. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
 - 1. Document by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
- C. Warranty of chemical treatment manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover, dry, and above ground. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 - 1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 1. Provide dressed lumber, S4S, unless otherwise indicated.
 - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 PRESERVATIVE TREATED WOOD MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWWA C2 (lumber) and AWWA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
 - 1. Do not use chemicals containing chromium or arsenic.
 - 2. For exposed items indicated to receive stained finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
 - 3. Waterborne Preservative Chemicals: Acceptable to authorities having jurisdiction and the following:
 - a) Alkaline Copper Quat-Type C (ACQ-C).
 - b) Copper Azole – Type A (CBA-A).
 - c) Amine Copper Quat – Type D (ACQ-D).
- B. Pressure treat above ground items with preservatives to a minimum retention of 0.25 lb/cu. ft. After treatment, kiln-dry lumber to a maximum moisture content of 19 percent. Treat indicated items and the following:

1. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 2. All wall framing lumber and all wall sheathing panels shall be preservative-treated.
 3. All sub-fascia at roof eaves shall be preservative-treated.
- C. Lumber designated as “KDAT” shall be kiln-dried after preservative treatment.

2.3 DIMENSIONAL LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated. Provide treated dimension lumber with 19 percent maximum moisture content and the following species and grade:
1. Grade: No. 2.
 2. Species: Southern Yellow Pine (SYP).
 3. Preservative Treated.

2.4 PLYWOOD

- A. General: Provide treated plywood with 15 percent maximum moisture content and the following species and grade:
1. Grade: Exterior Grade, B-C.
 2. Species: Southern Yellow Pine (SYP).
 3. Preservative Treated.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers, hot-dip galvanized finish per ASTM A653. Hot-dip galvanize items to a minimum 1.25 oz./sq. ft. zinc coating.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.

- C. Fit carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

END OF SECTION 06 05 74

SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section. See especially Section 06 05 74 – Preservative-Treated Wood. Also, see especially Section 06 05 23 – Wood, Plastic, and Composite Fastenings.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Roof sheathing, installed in compliance with Fortified™ Roof requirements.
 - 2. Wall sheathing, preservative-treated as per Section 06 05 74.
 - 3. Any other structural and non-structural framing.
 - 4. Accessories.

1.3 REFERENCES

- A. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.
- B. APA - American Plywood Association.
- C. NFPA - National Forest Products Association.
- D. SFPA - Southern Forest Products Association.
- E. Section 06 05 74 – Preservative Treated Wood.

1.4 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified by ALSC.
- B. Plywood Grading Agency: Certified by APA.

1.5 REGULATORY REQUIREMENTS

- A. Conform to the International Residential Code, 2021 edition for fastener size and type and spacing requirements for a design wind load of 130 mph.
- B. Conform to the requirements for Fortified™ roofs.

1.6 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00 and Section 06 05 74.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store and protect products under provisions of Section 01 66 00.

PART 2 - PRODUCTS

2.1 LUMBER FRAMING MATERIALS

- A. Lumber Grading Rules: NFPA and SFPA.
- B. Lumber Grading Method: Visually Graded Lumber.
- C. Framing: SYP species, Structural No. 2 grade (knot free), 19 percent maximum moisture content. See Section 06 05 74 about which members shall be preservative-treated.

2.2 PLYWOOD MATERIALS

- A. Roof Sheathing: APA Exposure 1, Exterior Grade CDX; un-sanded, 15/32" minimum thick. Roof sheathing and roof sheathing fasteners shall meet the requirements for Fortified™ roof assemblies.
- B. Wall Sheathing: APA Exposure 1, Exterior Grade CDX, 1/2" thick, un-sanded and preservative treated in accordance with Section 06 05 74.

2.3 ACCESSORIES

- A. Fasteners: Finish, size and type to suit condition to exceed the requirements of the International Residential Code (IRC), 2021 edition.
 - 1. Roof sheathing fasteners shall meet the requirements of Fortified™ roof assemblies.
- B. H-Clips: Galvanized steel H-clips to connect plywood roof sheathing between rafter members.

PART 3 - EXECUTION

3.1 FRAMING

- A. Install wood framing members level and plumb. Exception: Install sloped roof rafter members.

- B. Place horizontal members laid flat, crown side up.
- C. Construct framing members full length without splices.
- D. Double members at openings over one square foot in area. Space short studs over and under opening to stud spacing.
- E. Bridge roof rafters in excess of 14 feet long with solid wood blocking at rafter mid-span points.

3.2 ROOF PLYWOOD SHEATHING

- A. Secure roof sheathing with the long dimension of the sheathing panels perpendicular to rafter members and with panel ends staggered a minimum of 32 inches. Secure panel edges over firm bearing. Provide an H-clips at each plywood roof sheathing joint between wood rafters. Each H-clip shall be located halfway between adjacent rafters.
- B. Secure roof sheathing with ring shank galvanized fasteners at four (4) inches maximum on-center at all rafters and at perimeters of all roof planes. Dimensions of nails shall comply with FORTIFIED Home™ requirements for FORTIFIED™ roofs.

END OF SECTION 06 10 00

SECTION 07 25 00 – WEATHER RESISTANT BARRIER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 - 1. Weather resistant barrier for exterior wall assemblies with fiber cement siding, soffits and trim boards.
 - 2. Flashing, joint tape, fasteners, adhesives and accessories required to complete the weather resistant barrier installation.

1.3 REFERENCES

- A. Reference Standards:
 - 1. American Association of Textile Chemists & Colorists (AATCC):
 - a. AATCC Test Method 127- Water Resistance: Hydrostatic Pressure Test.
 - 2. AIR-INS, Inc. (A-I):
 - a. AIR-INS Air Permeance Test.
 - 3. ASTM International (ASTM):
 - a. ASTM D374-99 Test Methods for Thickness of Solid Electrical Insulation.
 - b. ASTM D882-00 Test Methods for Tensile Properties of Thin Plastic Sheeting
 - c. ASTM D1117-99 Test Methods for Nonwoven Fabrics
 - d. ASTM E84-01 Test Method for Surface Burning Characteristics of Building Materials.
 - e. ASTM E96-00 Test Methods for Water Vapor Transmission of Materials.
 - f. ASTM E1677-95(2000) Specification for Air Retarder (AR) Material or System for Low-Rise Framed Building Walls.

4. Technical Association of the Pulp & Paper Industry (TAPPI)
 - a. TAPPI T-410 Grammage of Paper and Paperboard (Weight per Unit Area).
 - b. TAPPI T-460 Air Resistance of Paper (Gurney Method).

1.4 SUBMITTALS

- A. Submit product data and samples in accordance with Section 01330.
- B. Product Data: Manufacturer's product data sheets for each product to be used, including:
 1. Substrate preparation instructions and recommendations.
 2. Material storage, handling and protection requirements and recommendations.
 3. Material installation methods.
 4. Test Results: Submit test result data showing weather resistant barrier performance characteristics equaling or exceeding those specified.

1.5 QUALITY ASSURANCE

- A. Manufacturer qualifications: Provide weather resistant materials, including barrier, flashing, joint tape, fasteners, adhesives and accessories, produced by one manufacturer.
 1. After the pre-installation conference and during initial weather resistant barrier installation, a qualified manufacturer's representative shall conduct a timely inspection of the installation to verify compliance with manufacturer's installation instructions and recommendations. Submit inspection reports to the Architect and Contractor upon completion of inspection.
 2. There shall be no deviation made from the manufacturer's installation instructions without prior written approval of the manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Protect materials from rain and physical damage. Provide cover on top and on all sides, allowing for adequate ventilation. Store all products in a dry area away from high heat, flames or sparks.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Subject to compliance with requirements, provide products produced by the following or approved as equal by Architect:

1. Dupont Company.

2.2 MATERIALS

- A. Weather resistant barriers:

1. Dupont Company, Tyvek® HomeWrap® for fiber cement siding systems.

- B. Weather Resistant barrier: 100% flash spun-bonded olefin sheets of high density polyethylene fibers bonded together by heat and pressure, non-woven, non-perforated, combined with a UV stabilizing additive:

1. Provide weather resistant barrier material complying with the manufacturer's published performance characteristics.
2. Classification: ASTM E 1677, Type I; air leakage at 25mph wind pressure less than 0.06 cubic feet per minute per square foot (0.0003 cubic m per second per square in).
3. Water Vapor Transmission: 28 perms Commercial Wrap; 50 perms per ASTM E 96, Method B.
4. Water Penetration Resistance: Minimum 280 cm Commercial Wrap; 210 cm , per AATCC Test Method 127.
5. Basis Weight: Minimum 2.7 oz/yd² Commercial Wrap; 2.1 oz/yd² per TAPPI Test Method T-410.
6. Breaking Strength: Minimum 38/35 lbs/in Commercial Wrap; 30/30 lbs/in, per ASTM D882 Test Method A.
7. Tear Resistance: 12/20 Commercial Wrap; 7/9, ASTM D1117.
8. Surface Burning Characteristics: Class A, flame spread 5, smoke developed 20.

- C. Sealing Tape: DuPont Company Tyvek® Contractor Tape.

- D. Fasteners: DuPont Wrap Caps, 1 inch diameter plastic cap nails.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and installation conditions. Do not proceed with weather resistant barrier installation work until unsatisfactory conditions have been corrected.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

3.2 INSTALLATION – GENERAL

- A. Install the weather resistant barrier over exterior side of exterior wall sheathing.
- B. Secure weather resistant barrier on vertical stud line with 1 inch diameter plastic cap nails, minimum 16 inches o.c. in both directions.
- C. Provide 6-inches minimum of overlap at horizontal laps of weather resistant barrier.
- D. Tape any accidental tears or damage.

3.3 REPAIR AND PROTECTION

- A. Tape remaining horizontal seams and seal joints and penetrations through weather resistant barriers with sealing tape before installation of finish materials. Tape any remaining vertical breaks or overlaps of the weather resistant barrier. Avoid taping edges of weather resistant barrier to sheathing or substrates. Provide strips of cut weather resistant barrier material as necessary to provide weather resistant barrier to weather resistant barrier taped joints.
- B. Protect installed weather resistant barriers from damage. Ensure that weather resistant barriers are airtight, free from holes, tears, and punctures immediately prior to installation of finish materials.

END OF SECTION 07 25 00

SECTION 07 31 13 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Textured asphalt shingles, including ridge & hip shingles.
 - 2. Self-adhering “ice & water guard” roof underlayment.
 - 3. Sheet metal roof edge trim.
 - 4. Vent pipe stack flashing with boots and/or caps as appropriate.
 - 5. Roof accessories
 - 6. FORTIFIED Home™ roof requirements, including certifications.
- B. **All new roofs over interior spaces shall be certified as Fortified™ roofs; they shall comply with the wind mitigation standard known as the Fortified™ Roof Standard, which was developed by the Institute for Business & Home Safety (IBHS). The Contractor shall pay all costs for the certifications, including any and all inspection fees. (Exception: The Architect shall pay for normal Fortified™ evaluator services.)**
 - 1. See <https://fortifiedhome.org/roof/> for more information.
 - 2. Fortified™ is a trademark of the Institute for Business & Home Safety (IBHS).
 - 3. The Roofer shall be certified by the IBHS to install Fortified™ roofs.
 - 4. The IBHS-certified Fortified™ roof evaluator shall be a consultant of the Architect (and a sub-consultant of the Owner). The Contractor shall coordinate with this roof evaluator as required to acquire Fortified™ certification of the roofs at all buildings that are a part of this Project/Contract.
 - 5. If any of the terms of this Specification Section are in conflict with IBHS requirements for Fortified™ roofs, the IBHS requirements shall take precedence. Notify the Architect if any such conflicts are suspected or discovered.
- C. **Although the IBHS does not provide FORTIFIED Home™ roof certifications for roofs over exterior spaces, the Contractor shall re-roof all existing asphalt shingle roofs at the indicated scattered sites locations. Existing asphalt shingle roofs over existing porches, stoops, and stair landings shall be re-**

roofed. Furthermore, the fastening of sheathing to framing at these roofs and the new roofing work at these roofs shall be constructed to FORTIFIED Home™ roof standards even though FORTIFIED Home™ certification may not be applicable to these roofs.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product data for each type of product specified, including details of construction relative to materials, dimensions of individual components, profiles, textures, and colors.
 - 1. Provide a manufacturer's product data sheet for each accessory product type; see Paragraph 2.4.
- C. Samples for initial selection in the form of manufacturer's sample finishes showing the full range of colors and profiles available for each type of asphalt shingle indicated. The minimum sample size for each color shall be 4 inches by 4 inches.
- D. Provide product data as is reasonably required for the Architect to verify compliance with Fortified™ roof requirements. Such data shall include IBHS ratings and TAS 100(A) certifications as applicable.
- E. Provide documentation of the roof installer's IBHS Fortified certification.
- F. Provide all Specification Section 07 31 13 submittal items together and simultaneously as a single submittal package.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Classification: Where products with a fire-test-response classification are specified, provide asphalt shingles identical to those tested according to ASTM E 108 or UL 790, Class A Fire, and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify each bundle of asphalt shingles with appropriate markings indicating fire-test-response classification of applicable testing and inspecting agency.
- B. Wind Resistance Test Characteristics: Provide Class 4 asphalt shingles that comply with 130 mph wind design Basic Wind Speed. Provide products identical to those tested under to ASTM D 3161, UL 997, or UL 2390 and ASTM D6381 in tandem. Identify each bundle of asphalt shingles with appropriate markings of applicable testing and inspecting agency.
- C. Asphalt Shingles shall carry Underwriter's Laboratories Labels as follows:

1. UL® 790, Class A Fire Resistance
2. UL® 997, Wind Resistance.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project Site in manufacturer's unopened bundles with labels intact and legible.
- B. Handle and store materials at Project site to prevent damage, staining, or other physical damage. Store roll goods on end. Comply with manufacturer's recommendations for job-site storage, handling, and protection.
- C. Roof top loading: Lay shingle bundles flat. Do not bend over the ridge.

1.6 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installing asphalt shingles only when existing and forecasted weather conditions will permit work to be performed according to manufacturers' recommendations and warranty requirements, and when substrate is completely dry.
- B. Do not install underlayment or shingles on wet surfaces.

1.7 WARRANTY AND WORKMANSHIP GUARANTEE

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties workmanship guarantees made by the Contractor under requirements of the Contract Documents.
 - B. Special Warranty: Submit a written shingle manufacturer's warranty. This warranty shall be the manufacturer's standard warranty for work in compliance with Miami-Dade County (of Florida) requirements.
 - C. Workmanship Guarantee: Submit workmanship guarantee signed by appropriate Contractor personnel. Provide an R-1 Roofing Guarantee of the roofer is a sub-contractor and not the Prime Contractor. Provide an R-2 Roofing Guaranty if the roofer is the Prime Contractor. A sample R-1 Roofing Guarantee form is included in this Specification Section. The R-2 Roofing Guarantee form is similar to the R-1 Roofing Guarantee form, and a sample R-2 form may be downloaded from the worldwide web page, <https://www.doa.la.gov/doa/fpc/project-administration-state/instructions-to-designers-documents/>.
1. Workmanship Guarantee Period: Two (2) years from the date of Substantial Completion.

- D. Provide Workmanship Guaranty as described above for each building/site listed in the numbered list on the Technical Specifications cover page.

1.8 REFERENCES

- A. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt used in Roofing and Waterproofing.
- B. ASTM D3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- C. ASTM D3161 - American Society for Testing and Materials. ASTM D3161. Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan- Induced Method).
- D. ASTM D3462 - Standard Specification for Asphalt Shingles Made from Glass felt and Surfaced with Mineral Granules.
- E. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- F. ASTM D4869 - Standard Specification for Asphalt - Saturated Organic Felt Shingle Underlayment Used in Roofing.
- G. ASTM D6757 - Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing.
- H. ASTM D108 - Standard Test Methods for fire tests of roof coverings.
- I. ASTM A446-85 - Grade G-90 Coating-Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, Structural (Physical) Quality.
- J. NRCA (National Roofing Contractors Association)- Roofing Manual.
- K. SMACNA - Architectural Sheet Metal Manual. (Latest Edition).
- L. ASTM D525 - Galvanized Coating.
- M. ASTM D659 - Number 7 Rating - Chalk Test.
- N. ASTM D2244 - Fade Test.
- O. ASTM D2794 - Adhesion - Impact.
- P. NAAMM (National Association of Architectural Metal Manufacturers) - Metal Finishes Manual.

- Q. ASTM D6381 - Standard Test Method for Measurement of Asphalt Shingle Mechanical Uplift Resistance.
- R. UL 2218 Class 4 - Test Method for Wind Resistant Asphalt Shingles with Sealed Tabs.
- S. UL 997- Wind Resistance.
- T. UL 790- Class A Fire Resistance.
- U. Miami-Dade County (of the State of Florida) standards for self-adhering roof underlayment.
- V. ASCE/SCI 7-22
- W. TAS 100(A) – Standard Test for Wind and Wind Driven Rain Resistance.
- X. Fortified™ publications, including the following publications.
 - 1. Fortified™ Home 2020 Standard.
 - 2. Fortified™ Home Summary of Changes, 2020 Standard. (Changes from the 2019 Fortified Home™ – Hurricane and 2015 Fortified Home™ – High Wind Standard.)
 - 3. Fortified™ Home Roofing Checklist, Hurricane & Hail, version 2022.1.
 - 4. Fortified™ Home Roofing Checklist, High Wind & Hail.
 - 5. Fortified™ Home Roofing Checklist, High Wind, version 2022.1.
 - 6. Fortified™ Home General Flashing Guidelines of Steep-Sloped Roofs.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
 - 1. Asphalt Shingles including hip and ridge cap shingles:
 - a) GAF Building Materials Corporation; Timberline Armorshield II shingles.
 - b) Owens Corning; TruDefinition Duration FLEX shingles.
 - c) Malarkey Roofing Products; Legacy shingles.
 - 2. Shingle starter strip: Provide starter shingle strip in compliance with Fortified™ roof requirements.
 - a) MFM Building Products Corp. self-adhering shingle starter strip, adhered to metal drip edge flashing and roof sheathing.

3. Underlayment:

- a) Provide self-adhering underlayment that is recommended and approved by the asphalt shingle manufacturer as part of the roof warranty. **This underlayment must also be in compliance with FORTIFIED Homes™ roof requirements.**
- b) Grace Ice and Water Shield
- c) GAF Storm Guard
- d) Provide a bond breaker that is integral to the underlayment product.

2.2 ASPHALT SHINGLES AND RIDGE CAPS

- A. Colors, Blends, and Patterns: Where manufacturer's standard products are indicated, provide asphalt shingles with the following requirements:
 - 1. Provide Architect's selections from manufacturer's full range of colors, textures, and patterns for asphalt shingles of type indicated.
 - 2. Three-Dimensional, Fiberglass, Laminated Strip Shingles: Mineral-surfaced, self-sealing, laminated, multi-ply overlay construction, fiberglass-based, strip asphalt shingles, complying with both ASTM D 3018, Type I, and ASTM D 3462. Provide shingles with a Class A fire-test-r.
 - 3. Response classification and that pass the wind-resistance-test requirements of ASTM D 3161, Type I.
 - 4. Fungus Resistant: Provide shingles that have been surface treated to remain free of fungus and algae growth, which adversely effects the appearance of the roof, for at least 10 years.
 - 5. **The shingles shall have an IBHS overall hail impact-resistance rating of 6.8 or better. The IBHS hail impact-resistance ratings in the categories of Dents and Ridges (D/R), Tears (T), and Granule Loss (GL) shall all be 6.0 or better.**
- B. Hip and Ridge Shingles: Manufacturer's, factory-precut units, color to match asphalt shingles as specified in Paragraph 2.2 A.
- C. Starter shingles: Provide self-adhering starter shingles in compliance with Fortified™ roof requirements.

2.3 METAL TRIM AND FLASHING

- A. Sheet Metal Materials: Furnish the following sheet metal materials:
 - 1. Galvanized-Steel Sheets: ASTM A446-85, Grade G90 Hot-Dip Galvanized steel with coating designation according to ASTM A525, 24 gage, unfinished.
- B. Metal Drip Edge: Brake-formed sheet metal with at least a 4-inch roof deck flange, a one inch overhang for a total of five inches; and a 1-1/2 inch fascia flange with a 1/2-inch drip at lower edge. Furnish the following material in lengths of 10 feet. Overlap these lengths in compliance with Fortified™ roof requirements; provide a 3” overlaps, each with two fasteners to the roof sheathing.
 - 1. Material: Galvanized-Steel Sheets. (See Paragraph 2.3A.1.)
- C. Vent Pipe (Stack) Flashing: Lead conforming to ASTM B 749, Type L51121, at least 1/16 inch thick, unless otherwise indicated. Provide lead sleeve sized to slip over and tum down into pipe, soldered to skirt at slope of roof extending at least 4 inches from pipe onto roof.

2.4 ACCESSORIES

- A. Synthetic Underlayment: 50-year continuously-self-adhering, Miami-Dade County approved synthetic “ice & water guard” underlayment, in accordance with the requirements and approval of the asphalt shingle manufacturer’s warranty. The underlayment product shall include an integral bond breaker.
- B. Asphalt Plastic Roof Cement: Non-asbestos fibrated asphalt cement, complying with ASTM D 4586.
- C. Boots and covers at all pipe and duct penetrations through the roof. Provide new covers/caps and new flashings/boots at all existing pipe and duct roof penetrations. Plastic and rubber are not acceptable materials for flashings/boots.
 - 1. Provide lead boots at all plumbing vent stacks. Size new boots to fit existing pipes. Basis-of-design product:
 - a) Mayco Industries, Inc. Gray Lead Vent and Pipe Flashing.
 - 2. Provide Type B vent caps (hot gas vent caps) at all through-roof ducts from gas-fired water heaters and gas-fueled central HVAC system furnaces. Size new caps to fit existing ducts. Basis-of-design product:
 - a) Selkirk Round Type B Gas Vent RV.
 - 3. Provide sheet metal vents with collar (The collar is also called an “extension tube” or an “extension duct”), backdraft dampers, and removeable pest screens at all existing kitchen vent hood ducts and all existing bathroom fan/vent ducts. Size vents to fit existing ducts. Basis-of-design product:

- a) Builder's Best Model GRV624.
- 4. Provide sheet metal vents with backdraft dampers at all existing clothes dryer vent ducts. Size vents to fit existing ducts. Basis-of-design product:
 - a) DryerJack Model 477 Low-Profile Roof Vent.
- D. Asphalt Shingle Nails: Hot-dip galvanized steel, 0.120-inch diameter roofing nails with a minimum 5/8-inch diameter head and of sufficient length to fully penetrate the roof sheathing and to project at least 1/4 inch past the underside of the roof sheathing. The requirement for the nails to project at least 1/4" past the underside of the roof sheathing is applicable to ridge and hip shingle as well as other shingles (common shingles); provide longer nails at ridge and hip shingles as required to comply with this requirement. Provide a minimum of six (6) nails per common shingle.
- E. Exhaust Ventilation Products: All new roof ventilation products shall be certified to have passed the Testing Application Standard (TAS) number 100(A) test procedure for wind and wind driven rain resistance.
 - 1. Rooftop Louver Vent basis-of-design product:
 - a) GAF Master Flow Roof Louver SSB960AWF Metal Super Slant Back. 60 square inches net free ventilation area per louver vent assembly.
 - 2. Continuous Ridge Vent basis-of-design product:
 - a) GAF Cobra Rigid Vent 3 Exhaust Vent for Roof Ridge
- F. Air intake Ventilation Products: Provide holes in existing soffit material as required. Holes shall be sized so that the new vents shall fit tightly and securely in the holes. Scan for framing before cutting holes; do not install vents at framing locations. Orient vents such that louvers slope downwards toward centerline of house and slope upwards away from house.
 - 1. 2" diameter soffit vent basis-of-design product:
 - a) Master Flow 2-inch diameter white Plastic Soffit Vent.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of asphalt shingles. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Determine which components of the existing gutter/downspout system will require adjustment in order to provide sufficient space for the drip edge flashing.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.
- C. Remove existing roofing materials.
 - 1. Remove existing asphalt shingles.
 - 2. Remove existing roofing underlayment.
 - 3. Remove existing roof edge flashings.
 - 4. Remove existing through-roof vents.
 - 5. Remove existing boots & caps at existing roof penetration pipes & ducts.
- D. Inspect the roof sheathing and notify the Architect of any seemingly deficient sheathing. Replace deficient sheathing to the extent authorized in writing by the Architect.
 - 1. See Specification Section 01 22 00 – Unit Pricing – regarding replacement of roof sheathing.
- E. Inspect the roof substrate for any signs of deficient framing (such as excessive bounciness of the sheathing) and notify the Architect of any seemingly deficient roof framing. Replace deficient roof framing to the extent authorized in writing by the Architect.
 - 1. See Specification Section 01 22 00 – Unit Pricing – regarding replacement of roof framing.

3.3 INSTALLATION

- A. General (Asphalt Shingles): Comply with manufacturer's instructions and recommendations but not less than those recommended by SMACNA, ARMA's "Residential Asphalt Roofing Manual" or "The NRCA Steep Roofing Manual."
- B. Provide self-adhering shingle starter strips along eaves, rake edges and ridges in accordance with the manufacturer's instructions and recommendations. But not less than those recommended by SMACNA, ARMA's "Residential Asphalt Roofing Manual": of "The NRCA Steep Roofing Manual."
- C. General (Steel Sheet Metal): Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of work securely in place by method indicated, providing for

thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof. Provide drip edge flashing over self-adhering roofing underlayment.

- D. Install exposed sheet metal work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- E. Metal Drip Edge Flashing: Secure sheet metal at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone (130 mph), but not less than 4 inches on center. Fasten drip edge flashing as per Fortified™ roof requirements.
- F. Underlayment: Install self-adhering underlayment in accordance with manufacturer's instructions and recommendations. **Install self-adhering underlayment over all roof sheathing in compliance with Fortified™ roof requirements.**
- G. Adjust the locations of gutters and downspout components as required to provide sufficient space for the new drip edge flashings. Provide sufficient gutter slope for proper drainage.
 - 1. Gutters shall not be fastened to building through metal drip edge flashings. Some existing gutters are fastened through existing metal drip edge flashings. Relocate gutters as requires to avoid fastening through new drip edge flashings. On-center spacing of gutter supports/fasteners shall not be longer/greater than existing on-center spacing of supports/fasteners.
- H. Metal Flashing: Install metal flashing, trim and vent stack flashing as indicated and according to details and recommendations of SMACNA, the "Asphalt Roofing" section of "The NRCA Steep Roofing Manual" and ARMA's "Residential Asphalt Roofing Manual."
- I. Boots and covers at penetrations: Replace all boots and covers at all pipe and duct penetrations through the roof.
- J. Provide a minimum of six (6) nails per common shingle.
- K. Starter shingles: **Adhere shingle starter strip to roof edge flashing in compliance with Fortified™ roof requirements.**
- L. **Comply with Fortified™ roof requirements with regard to all materials and processes. If any part of the Contract Documents conflicts with the previous sentence, the previous two sentences shall govern. Notify the Architect of any suspected or discovered conflicts.**

- M. At each building, after fastening the roof sheathing to the roof framing, request an inspection from the Architect via e-mail and carbon copy the Fortified™ roof evaluator on this e-mail. Allow a minimum of 3 business days for the inspection. Do not proceed with further work until the Fortified™ roof evaluator approves of the roof sheathing fastening.**
- N. Clean interiors of all gutters and downspouts after roofing is installed.**

R-1 ROOFING GUARANTEE

OWNER: Housing Authority of New Orleans (HANO)
1555 Poydras Street, Suite 1800
New Orleans LA 70112

Whereas _____

Address _____

Telephone (_____) _____ Email _____

herein called the "Roofing Contractor", has performed roofing and flashing in accordance with the Contract Documents for the Project, Fortified Roofs at Uptown Scattered Sites
(hereinafter called the "Work") under a

Subcontract with _____

General Contractor on the Following Project: Fortified Roofs at Uptown Scattered Sites

Name of Project: Fortified Roofs at Uptown Scattered Sites

User Agency: residential tenants

Location/Address: _____

Name and Type of Building(s): _____ State I.D. (not used)

Type(s) of Roof Deck(s): _____

Total Roof Area: _____ SF; Metal Edge Flashing: _____ LF

Date of Acceptance: _____ Guarantee Period: 2 Years

Date of Expiration: _____

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period of TWO (2) YEARS from the Acceptance Date of the Project;

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the Roof Maintenance Manual published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Damage to the roof caused by the following items are excluded from this warranty: wind exceeding 73 mph, lightning, hail, fire or physical damage from falling or wind-blown objects. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.
2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor to perform said alterations, the Guarantee shall not become null and void, unless the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.
3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.
5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this _____

day of _____, 20____.

Roofing Contractor's Signature: _____

Typed Name: _____

Representing: _____

Telephone (_____) _____ Email _____

Witness: _____ Witness: _____

And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:

Name of General Contractor: _____

Date: _____ Authorized Signature: _____

Typed Name: _____

Representing: _____

Telephone (_____) _____ Email _____

Witness: _____ Witness: _____

ATTENDEES LIST FOR ROOFING CONFERENCES

Project Name: Fortified Roofs at Scattered Sites

Conference Location: _____

Date & Time: _____

Type of Conference (See following pages.): _____

Architect / Engineer: Volume Zero, LLC

Roofing Contractor: _____

General Contractor: _____

Fortified™ Roof Evaluator: _____

CONFERENCES ATTENDEES:

<u>NAME</u>	<u>ORGANIZATION</u>	<u>EMAIL AND TELEPHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGENDA FOR PRELIMINARY ROOFING CONFERENCE

(This conference shall be a part of the Pre-Construction Conference; See Specification Section 01 31 13, Paragraph 1.6, B.)

PURPOSE: Establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements.

TIMING: The meeting should be held after award of Contract and at least six weeks prior to the anticipated start of roofing.

1. A complete set of Construction Documents (plans and specifications) to be available for review.
2. All meeting minutes to be furnished to all parties. Establish project record keeping procedures.
3. Review tentative progress schedule for roofing. Set approximate date.
4. Review roofing system and insulation requirements.
5. Weather considerations as they may apply to the project roofing installation.
6. Temporary roofing guidelines for the project. Who and when will final decision be made, if necessary.
7. Inspection and Testing Requirements:
Name inspection Firm: _____
Name of Inspector: _____
Phone: _____
- a. On-Site Inspection - Discuss project requirements.
- b. Laboratory Tests
8. Roof Deck:
Type and Thickness: _____
Slope: _____
9. Anticipated material storage areas and equipment set-up locations touched upon. Review requirements.
10. Specific submittals from the Roofing Subcontractor:
 - a. Material approval list.
 - b. Shop drawings (if any).
 - c. Product material brochures and samples.
 - d. Manufacturer's Guarantee review for compliance with specifications.
11. Specific project detail discussion.
12. Other: _____
13. Review above items briefly and establish date for tentative Pre-Application Conference.

AGENDA FOR PRE-APPLICATION CONFERENCE

(This conference shall take place after the Architect has approved a Contractor Submittal for Specification Section 07 31 13 – Asphalt Shingles. This conference may be a part of the Pre-Construction Conference; see Specification Section 01 31 13, Paragraph 1.6, B. This conference may also be a part of a weekly Project meeting; see Specification Section 01 31 13, Paragraph 1.6, D.)

PURPOSE: To verify readiness of the project structure
To review assignments of Preliminary Conference
To scan last minute details, changes or corrections
To review anticipated schedule of progress

TIMING: Within one week of roofing application **ATTENDANCE:** List Attendees
(The roofing job superintendent or foreman and the project roofing inspector should attend this meeting).

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.
2. Review minutes of Preliminary Conference.
3. Discuss revised Roofing Application Schedule.
4. Equipment set-up and on-site material storage.
5. Deck Readiness:
 - a. Any required roof deck certifications must be in order
 - b. Rooftop inspection if requested by Architect.
6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.
 - b. Mechanical or adhesive attachments
 - c. Underlayment
 - d. Flashings
 - e. boots and pipe/duct covers
 - f. Venting
10. Inspection and testing requirements - who, frequency, type method of testing, reporting, etc.
12. Warranties, guarantees, manufacturer bonds or maintenance agreements (terms, types, who issues, when) for roofing and sheet metal material.

AGENDA FOR ROOFING FINAL INSPECTION AND WRAP-UP

PURPOSE: To assure 100% completion of project requirements.

TIMING: Just before the Roofing Contractor concludes his work at the site.

1. Attendance should include those in attendance at the Pre-Application Conference.
2. Complete rooftop walk over and review:
 - a. Perimeter edges
 - b. Walls
 - c. Curbs and other equipment
 - d. Drains
 - e. Rooftop penetrations
 - f. Site cleanup
 - g. Sheet metal
3. Final Punch List establishing items to be completed. Copies to all parties.
4. Summary of project records. Organize for final file. Wrap up any loose ends. Checklist for final documents should include:
 - a. Warranties, guarantees, manufacturer bonds, or maintenance agreements.
 - b. Inspection forms, reports, certificate of final completion
 - c. Laboratory final reports (if any required)
5. Recommendation for routine maintenance program to owner.
6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.
7. Substantial Completion will not be made without submittal and approval of fully executed guarantees for each type of roof installed, which shall include, but not necessarily be limited to the Roofing Material Manufacturer's Guarantee, Roof Completion Information Form and Contractor's Guarantee on RI.

SECTION 07 46 46 – FIBER CEMENT SIDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Provide fiber-cement, lap siding, vented soffit panels, and trim in sizes where shown on drawings or as specified herein.
 - 2. Coordinate this section with interfacing and adjoining work for proper sequence of installation.

1.3 SUBMITTALS

- A. Provide product data under provisions of Section 01 33 00 as follows:
 - 1. Submit product data and installation instructions.

1.4 PRODUCT HANDLING

- A. Lay flat fiber cement panels, and trim on a smooth, level surface. Protect edges and corners from chipping. Store under cover and keep dry prior to installation.

1.5 JOB CONDITIONS

- A. Inspect existing job conditions prior to start work on fiber cement siding, panels, and trim.
- B. Install fiber cement panel and trim to dry surfaces.
- C. Repair any punctures or tears in the weather resistive barrier prior to the installation of the siding.
- D. Protect siding from other trades.

1.6 WARRANTY

- A. Provide manufacturer's standard product warranty against manufacturing defects in fiber cement siding and panels for 50 years and cement fiber trim for 10 years.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Subject to compliance with requirements, submit products produced by James Hardie Building Products as follows:
 - 1. Fiber Cement Lap Siding; HardiPlank.
 - 2. Fiber cement trim; HardiTrim.

2.2 ACCESSORIES

- A. Siding Accessories: Provide starter drip strips, edge trim, corner cap, and other items as recommended by siding manufacturer for building configuration.
 - 1. Provide accessories made from same material as siding, unless otherwise indicated.
 - 2. Provide accessories matching color and texture of siding, unless otherwise indicated.
- B. Fasteners: Use hot-dipped galvanized fasteners.
 - 1. Where fasteners will be exposed to view, field paint fasteners in color to match item being fastened.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Correct conditions detrimental to timely and proper completion of work.

3.2 INSTALLATION - FIBER CEMENT LAP SIDING

- A. Comply with lap siding manufacturer's written installation instructions.

3.3 INSTALLATION – FIBER CEMENT TRIM

- A. Install flashing around all wall openings.
- B. Place fasteners no closer than 3/4 inch and no further than 2 inch from side edge of trim board and no closer than 1 inch from end. Fasten at 16 inches (maximum) on-center.
- C. Allow 1/8 inch gap between trim and siding.
- D. Seal gap (See C above.) with sealant.

- E. Size the lap siding exposures (vertical dimensions of exposed portions of siding boards) in compliance with the Drawings.

3.4 FIELD PAINTING - FIBER CEMENT LAP SIDING, PANEL AND TRIM

- A. Field paint in accordance with Section 09 91 13 - Exterior Paint.

END OF SECTION 07 46 46

SECTION 07 65 00 - FLEXIBLE FLASHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 - 1. Self-adhering flexible flashing.

1.3 REFERENCES

- A. Reference Standards:
 - 1. ASTM International (ASTM):
 - a. ASTM D751-00 Test Methods for Coated Fabrics.
 - b. ASTM D1079-00a Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
 - c. ASTM D1970-00 Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - d. ASTM D3746-85(1996) Test Method for Impact Resistance of Bituminous Roofing Systems.
 - e. ASTM D5683-95(2000) Test Methods for Flexibility of Roofing and Waterproofing Materials and Membranes.
 - f. ASTM D6221-00 Specification for Reinforced Bituminous Flashing Sheets for Roofing and Waterproofing.
 - g. ASTM E84-01 Test Method for Surface Burning Characteristics of Building Materials.
 - h. ASTM E96-00 Test Methods for Water Vapor Transmission of Materials.

1.4 SUBMITTALS

- A. Submit product data in accordance with Section 01 33 00.
- B. Product Data: Manufacturer's data sheets for each product to be used, including:
 - 1. Substrate preparation instructions and recommendations.
 - 2. Material storage, handling and protection requirements and recommendations.
 - 3. Material installation methods.
- C. Test Results: Submit copies of test results showing flexible flashing performance characteristics equaling or exceeding those specified.

1.5 QUALITY ASSURANCE

- A. Manufacturer qualifications: Provide flexible flash materials, including primers, sealants and accessories, produced by one manufacturer.
 - 1. There shall be no deviation made from the manufacturer's installation instructions without prior written approval of the manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage, Handling and Protection:
 - 1. Store all products in a dry area away from high heat, flames or sparks. Store flashing where temperatures will not exceed 90 degrees F for extended periods. Store products in manufacturer's unopened packaging until ready for installation.
 - 2. Dispense the needed amounts of materials from the manufacturer box.
 - 3. Protect materials from rain and physical damage. Provide cover on top and on all sides, allowing for adequate ventilation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install flexible flashing materials on wet or damp surfaces. Surfaces shall be free from dirt, oils, lubricants or other debris that may inhibit adhesion of the flashing tape to the substrate. After precipitation, allow a minimum of 24 hours for drying before installing the flashing. For optimal performance, install flexible flashing materials at temperatures above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Subject to compliance with requirements, submit products produced by the following manufacturer. Basis of Design: DuPont Company.

1. Dupont Company.

2.2 MATERIALS

- A. Self-Adhering Flashing: Basis of Design: DuPont Company Tyvek® flashing system, Dupont Company Tyvek® FlexWrap™ flexible flashing tape and Dupont Company Tyvek® StraightFlash™ straight flashing tape complying with the following:

1. Poly-ethylene laminate and butyl-based adhesive flashing tape with incorporated additives to provide ultraviolet light resistance and fire retardant properties; complying with the following:
 - a. Face Material composition: Polyethylene laminate
 - b. Face color: White
 - c. Adhesive composition: Butyl adhesive containing fire retardant additive
 - d. Thickness: 30 mils
 - e. Release liner: 1-piece siliconized paper
 - f. Dimension: width as indicated in the Drawings (or width to fit if no dimension is provided)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared to receive, constructed to fully support flashing, and sloped where required to provide positive drainage of water to building exterior.
- B. Verify that surfaces to receive flashing are thoroughly dry, free from loose materials, and reasonably smooth.
- C. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Protection: Protect adjacent surfaces, fixtures and equipment from damage.

- B. Surface Preparation: Substrate must be smooth, clean, dry and free of voids, spalled areas, loose substrate, loose nails, other sharp protrusions or other matter that will hinder the adhesion or regularity of the flashing tape installation. Clean loose dust or dirt from surface wherever flashing tape is to be applied by wiping with a clean dry cloth or brush.
- C. Remove existing weather barriers, flashings, carrier or protective films and similar materials that would impede adhesion from substrates indicated to receive elasticized flexible flashing tape. Clean surfaces thoroughly prior to installation.

3.3 INSTALLATION

- A. Openings and Penetrations: Provide flashings for openings as required to provide weather tight barrier. Install flashings to direct water to exterior of building.

END OF SECTION 07 65 00

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 REFERENCES

- A. ASTM C790 - Recommended Practices for Use of Latex Sealing Compounds.
- B. ASTM C804 - Recommended Practice for Use of Solvent-Release Type Sealants.
- C. ASTM C834 - Standard Specification for Latex Sealant.
- D. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Submit manufacturer's surface preparation and installation instructions under provisions of Section 01 33 00.
- C. Submit copies of material safety data sheets.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 SEALANT MATERIALS

- A. Acrylic Latex (for general use, but not for use at gutters & downspouts):
 - 1. Meeting requirements of ASTM C834.
 - 2. Subject to conformance with requirements, provide products produced by one of the following manufacturers:
 - a) "Acrylic Latex Caulk", Tremco.
 - b) "AC-20" Pecora.
 - c) "Sonolac", Sonneborn-Contech, Inc.
- B. Gutter Sealant (for use only at gutters and downspouts):
 - 1. Meeting requirements of ASTM C-1331.
 - 2. Acceptable products or approved as equal by Architect:
 - a) "Gutter and Flashing Butyl-Flex Rubber Sealant," DAP.
 - b) "Butyl Rubber Sealant," C.R. Lawrence.
 - c) "Butyl Rubber Sealant," Red Devil.

2.2 ACCESSORIES:

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

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify joint dimensions, physical, and environmental conditions are acceptable to receive work of this Section.

3.2 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.

- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios.
- D. Use joint filler to achieve required joint depths, to allow sealants to perform properly.

3.3 INSTALLATION

- A. Perform work in accordance with ASTM C804 for solvent release and C790 for latex base sealants.
- B. Install sealant in accordance with manufacturer's instructions.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Tool joints concave.
- E. Joints: Free of air pockets, foreign embedded matter, ridges, and sags.

END OF SECTION 07 92 00

SECTION 09 91 13 – PAINTING (EXTERIOR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 - 1. Prepare exterior surfaces which are to receive a painted finish as indicated in schedule at end of this section.
 - 2. Finish painted surfaces as indicated in schedule at end of his section.

1.3 REFERENCES

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

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Submit manufacturer's application instructions under provisions of Section 01 33 00.
- C. Colors and sheens shall match existing adjacent surfaces.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint materials under provisions of Section 01 66 00 in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F in well ventilated area.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Materials to be painted shall be sufficiently clean and dry.
- B. Minimum application temperatures for latex paints is 50 degrees F for exterior work.
- C. **THE USE OF SPRAY PAINTING EQUIPMENT FOR EXTERIOR PAINTING SHALL NOT BE PERMITTED. ALL PAINTING SHALL BE DONE BY THE USE OF BRUSHES AND ROLLERS.**

1.7 EXTRA STOCK

- A. Provide unused paint in containers provided by the Contractor's paint supplier.
- B. Containers shall be tightly sealed and clearly labeled for identification.

1.8 SURFACES TO BE PAINTED

- A. Mineral fiber cement board and trim.
- B. PVC trim.
- C. Wood trim.
- D. All surfaces, not specifically mentioned, which normally receive paint and have not, prior to erection, received a factory finish and are exposed to view or to the weather, shall receive finish equal in type of paint and number of coats, to that called for on similar surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS - PRIMER (EXTERIOR)

- A. Subject to compliance with requirements, provide products produced by one of the following manufacturers.
 - 1. Mineral Fiber Cement Siding, Trim, and PVC trim:
 - a) Sherwin-Williams Co. Loxon® Concrete and Masonry Acrylic Primer, A24W300.
 - b) ICI Dulux Paints - 3210 1200 Gripper.

2.2 MANUFACTURERS - PAINT (EXTERIOR)

- A. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
 - 1. Mineral Fiber Cement Siding, Trim and PVC trim:
 - a) Sherwin-Williams Co. - Super Paint® Exterior Flat Latex, A80 Series, A80W51.
 - b) Benjamin Moore, Element Guard.
 - c) ICIC Dulux Paints - Duras 2200.

PART 3 – EXECUTION

2.3 INSPECTION

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

2.4 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 spray or droppings from fouling surfaces not being painted and in particular, surfaces which storage and preparation area.

2.5 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove existing sealant where wood or metal surfaces meet masonry surfaces prior to scraping and sanding items to be painted.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulates.

- D. 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.
- E. 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.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- G. Fill holes in wood and fiber cement surfaces with epoxy filler. Smooth off and sand smooth to match adjacent surfaces.

2.6 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.

2.7 PAINTING AND FINISHING SCHEDULE (EXTERIOR)

- A. Mineral Fiber Cement Siding, Mineral Fiber Cement Trim, Wood Trim, and PVC Trim:
 - 1. 1 coat acrylic latex primer.
 - 2. 2 coats acrylic latex paint.

END OF SECTION 09 91 13

APPENDIX “A”

PHOTOGRAPHS OF THE BUILDINGS AND ROOF REPORTS

All Appendix “A” contents are provided only for the purpose of providing information about existing conditions. Any mention of roofing products in Appendix “A” shall not be interpreted to be a product specification; see Specification Section 07 31 13 for specifications of roofing materials. All dimension and quantity figures indicated in Appendix “A” are approximations.

Appendix “A” includes information on all buildings to be re-roofed as a part of this project. The properties are presented here in the same order as listed on the cover page of this Project Manual.

1. 1470 Constance Street, Units A, B, C, & D
2. 1423, 1425 1427, & 1429 Terpsichore Street
3. 517 & 519 Robert Street
4. 3318 Danneel Street, Units A, B, C, & D
5. 3121 & 3123 Gravier Street
6. 3811 & 3813 Constance Street
7. 3810, 3812, 3814, & 3816 Annunciation Street
8. 3818, 3820, 3822, & 3824 Annunciation Street

1470 Constance Street, Units A, B, C, & D



Front Building (Unit A)
Front View



Front Building (Unit A)
Aerial View



Rear Building (Units B, C, & D)
Front View



Rear Building (Units B, C, & D)
Aerial View



Roof Report

Prepared by Roofr

1470 Constance Street, New Orleans, LA 70130

2413 sqft

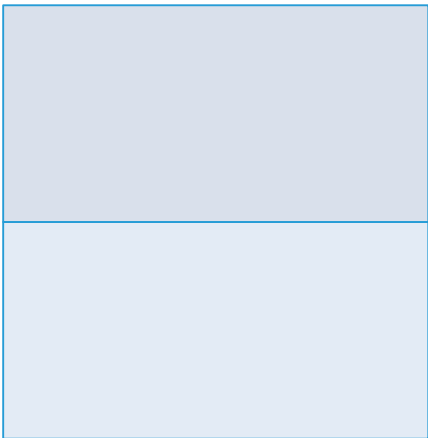
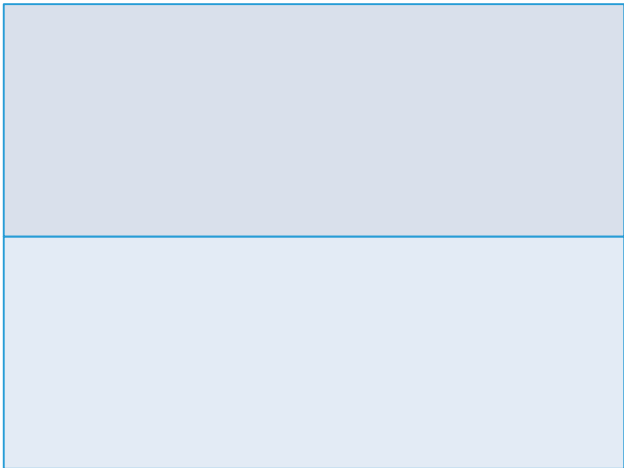
4 facets

Predominant pitch 6/12



Diagram

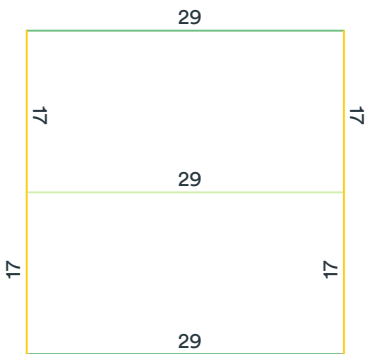
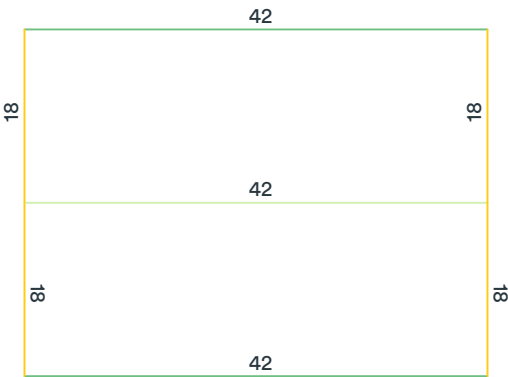
1470 Constance Street, New Orleans, LA 70130



Length measurement report

1470 Constance Street, New Orleans, LA 70130

- Eaves: 141ft 4in
- Ridges: 70ft 8in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 135ft 8in
- Transitions: 0ft 0in
- Hips: 0ft 0in
- Wall flashing: 0ft 0in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

1470 Constance Street, New Orleans, LA 70130

Total roof area: 2413 sqft

Pitched roof area: 2413 sqft

Flat roof area: 0 sqft

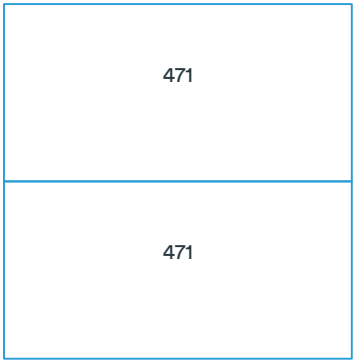
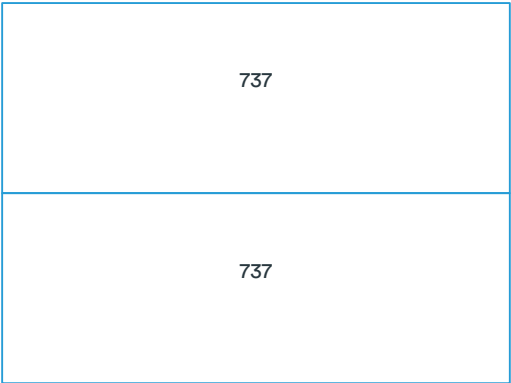
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 6/12

Predominant pitch area: 2413 sqft

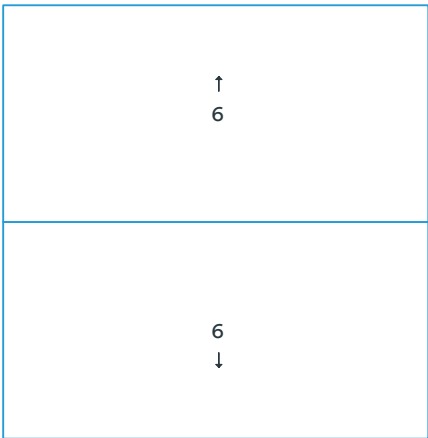
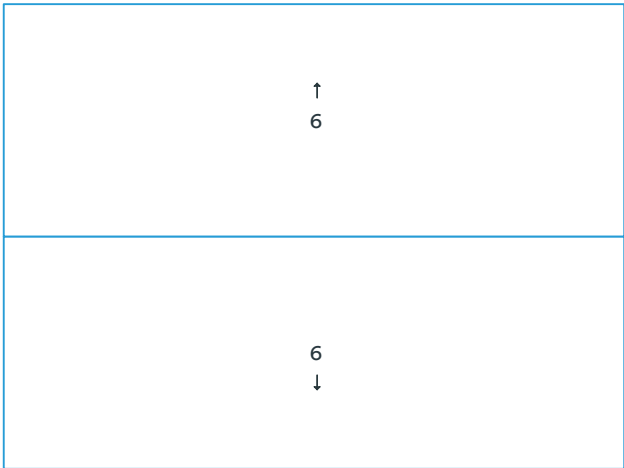
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

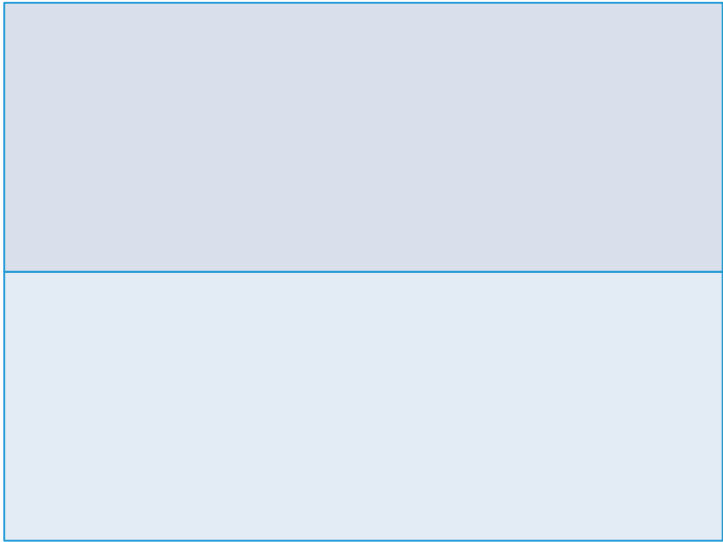
1470 Constance Street, New Orleans, LA 70130



Deleted facets are designated with a dashed line and do not have a pitch.

Structure #1 summary

1470 Constance Street, New Orleans, LA 70130



Measurements

Total roof area	1472 sqft
Total pitched area	1472 sqft
Total flat area	0 sqft
Total roof facets	2 facets
Predominant pitch	6/12
Total eaves	83ft 11in
Total valleys	0ft 0in
Total hips	0ft 0in
Total ridges	41ft 11in
Total rakes	70ft 2in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	41ft 11in
Eaves + rakes	154ft 1in

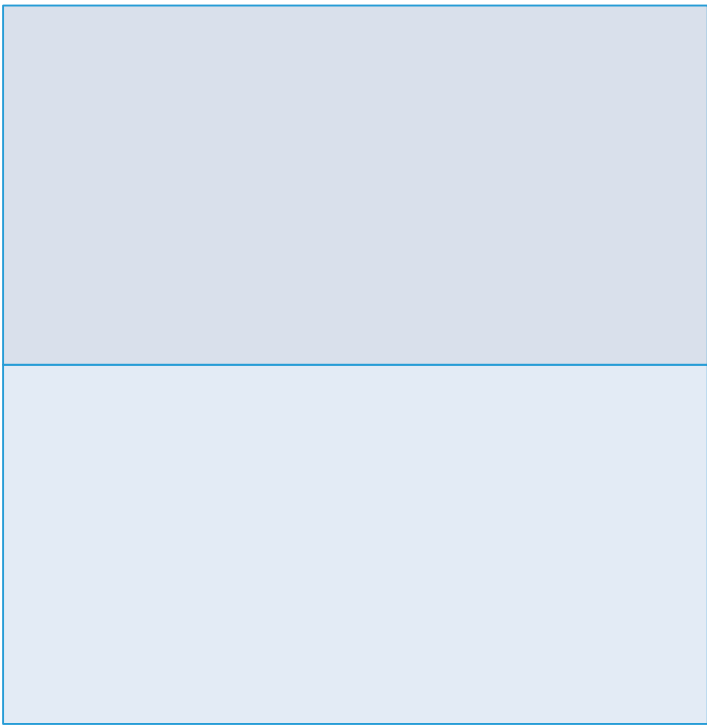
Pitch	6/12
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Area (sqft)	1,473
Squares	14.8

Recommended							
Waste %	0%	6%	10%	12%	15%	17%	20%
Pitched area (sqft)	1,473	1,561	1,620	1,650	1,694	1,723	1,767
Squares	14.8	15.7	16.2	16.5	17.0	17.3	17.7

Structure #2 summary

1470 Constance Street, New Orleans, LA 70130



Measurements

Total roof area	941 sqft
Total pitched area	941 sqft
Total flat area	0 sqft
Total roof facets	2 facets
Predominant pitch	6/12
Total eaves	57ft 6in
Total valleys	0ft 0in
Total hips	0ft 0in
Total ridges	28ft 9in
Total rakes	65ft 6in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	28ft 9in
Eaves + rakes	122ft 11in

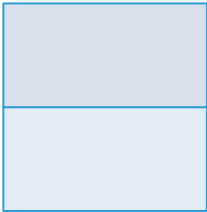
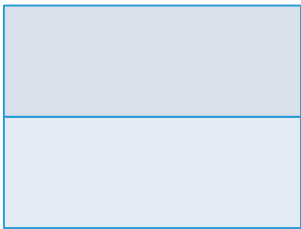
Pitch	6/12
-------	------

Area (sqft)	941
Squares	9.5

		Recommended					
Waste %	0%	9%	10%	12%	15%	17%	20%
Pitched area (sqft)	941	1,026	1,036	1,054	1,083	1,101	1,130
Squares	9.5	10.3	10.4	10.6	10.9	11.1	11.3

Report summary

1470 Constance Street, New Orleans, LA 70130



Measurements

Total roof area	2413 sqft
Total pitched area	2413 sqft
Total flat area	0 sqft
Total roof facets	4 facets
Predominant pitch	6/12
Total eaves	141ft 4in
Total valleys	0ft 0in
Total hips	0ft 0in
Total ridges	70ft 8in
Total rakes	135ft 8in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	70ft 8in
Eaves + rakes	277ft 0in

Pitch	6/12
-------	------

Area (sqft)	2,414
Squares	24.2

Recommended							
Waste %	0%	7%	10%	12%	15%	17%	20%
Pitched area (sqft)	2,414	2,583	2,655	2,703	2,776	2,824	2,896
Squares	24.2	25.9	26.6	27.1	27.8	28.3	29.0

Material calculations

1470 Constance Street, New Orleans, LA 70130

Product	Unit	Waste (0%)	Waste (7%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		2,414 sqft	2,583 sqft	2,655 sqft	2,776 sqft
IKO - Cambridge	bundle	73	78	80	84
CertainTeed - Landmark	bundle	74	79	81	85
GAF - Timberline	bundle	74	79	81	85
Owens Corning - Duration	bundle	74	79	81	85
Atlas - Pristine	bundle	74	79	81	85
Starter (eaves + rakes)		278 ft	297 ft	305 ft	319 ft
IKO - Leading Edge Plus	bundle	3	3	3	3
CertainTeed - SwiftStart	bundle	3	3	3	3
GAF - Pro-Start	bundle	3	3	3	3
Owens Corning - Starter Strip	bundle	3	3	3	4
Atlas - Pro-Cut	bundle	2	3	3	3
Ice and Water (eaves + valleys + flashings)		142 ft	152 ft	156 ft	163 ft
IKO - StormShield	roll	3	3	3	3
CertainTeed - WinterGuard	roll	3	3	3	3
GAF - WeatherWatch	roll	3	3	3	3
Owens Corning - WeatherLock	roll	2	3	3	3
Atlas - Weathermaster	roll	3	3	3	3
Synthetic (total sqft; no laps)		2,414 sqft	2,583 sqft	2,655 sqft	2,776 sqft
IKO - Stormtite	roll	3	3	3	3
CertainTeed - RoofRunner	roll	3	3	3	3
GAF - Deck-Armor	roll	3	3	3	3
Owens Corning - RhinoRoof	roll	3	3	3	3
Atlas - Summit	roll	3	3	3	3
Capping (hips + ridges)		71 ft	76 ft	78 ft	82 ft
IKO - Hip and Ridge	bundle	2	2	2	3
CertainTeed - Shadow Ridge	bundle	3	3	3	3
GAF - Seal-A-Ridge	bundle	3	4	4	4
Owens Corning - DecoRidge	bundle	4	4	4	5
Atlas - Pro-Cut H&R	bundle	3	3	3	3
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	28	30	31	32

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

1423, 1425, 1427, & 1429 Terpsichore Street



Front View



Aerial View



Roof Report

Prepared by Roofr

1423 Terpsichore Street, New Orleans, LA 70130

2612 sqft

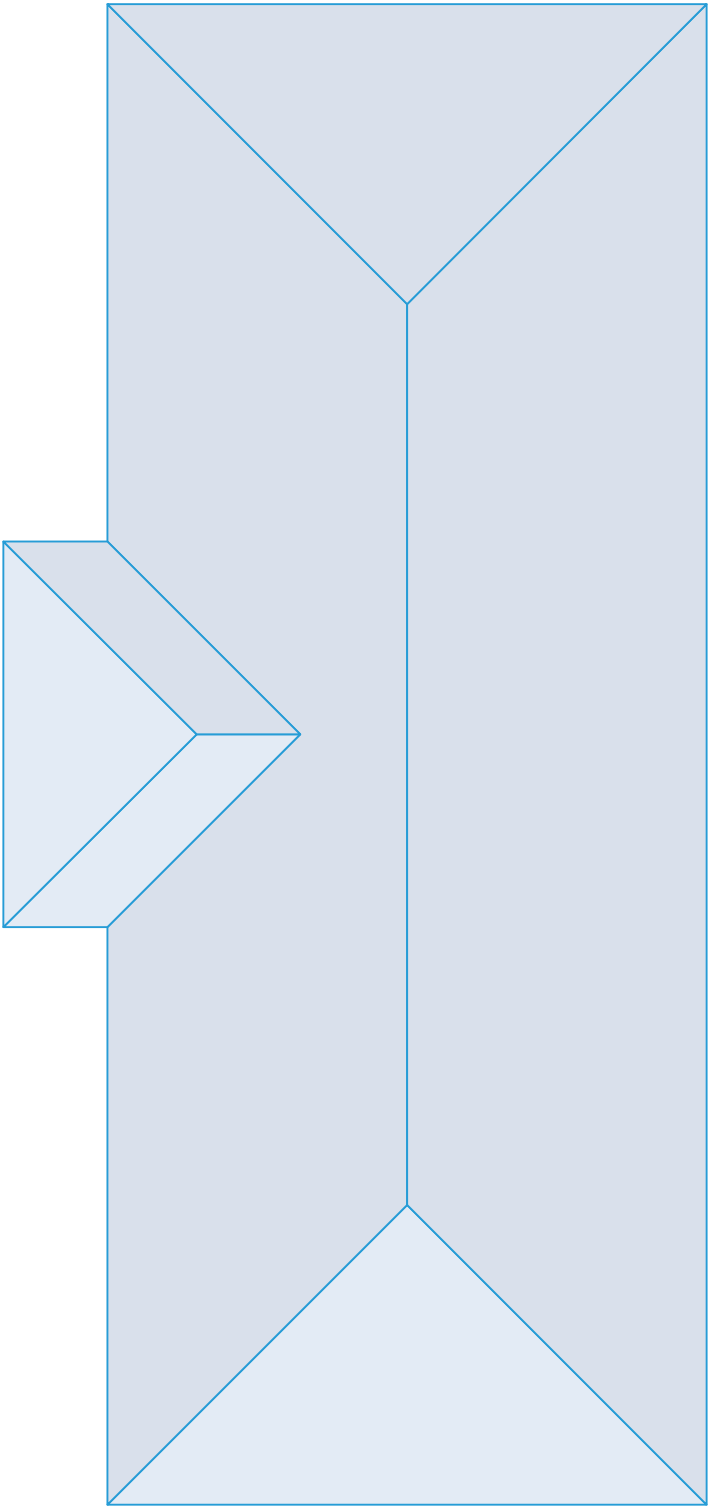
7 facets

Predominant pitch 4/12



Diagram

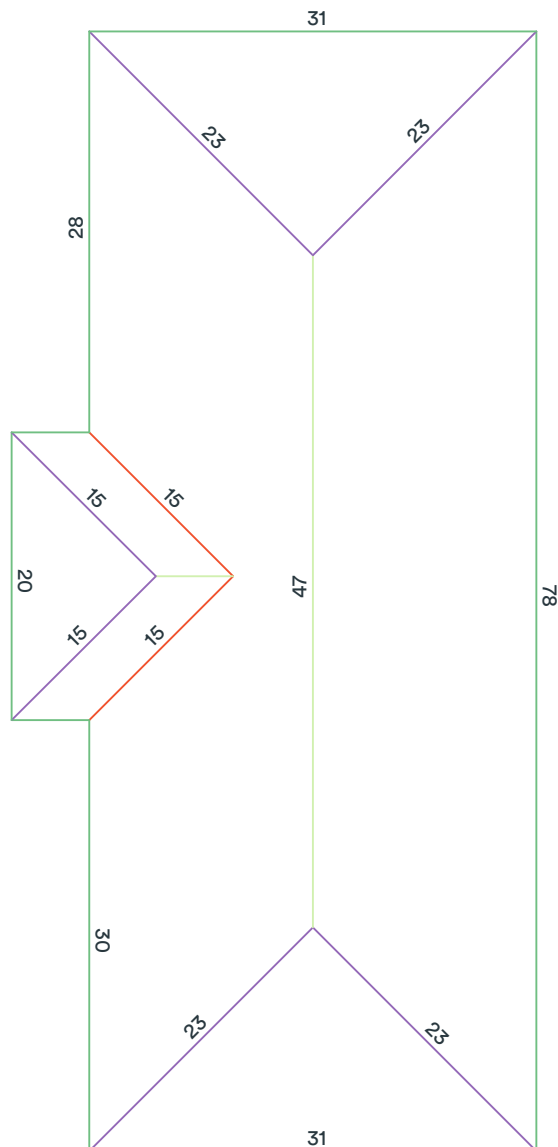
1423 Terpsichore Street, New Orleans, LA 70130



Length measurement report

1423 Terpsichore Street, New Orleans, LA 70130

- | | | |
|---|--|--|
|  Eaves: 226ft 5in |  Valleys: 28ft 9in |  Hips: 118ft 4in |
| Ridges: 51ft 7in | Rakes: 0ft 0in | Wall flashing: 0ft 0in |
|  Step flashing: 0ft 0in |  Transitions: 0ft 0in |  Parapet wall: 0ft 0in |
|  Unspecified: 0ft 0in | | |



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

1423 Terpsichore Street, New Orleans, LA 70130

Total roof area: 2612 sqft

Pitched roof area: 2612 sqft

Flat roof area: 0 sqft

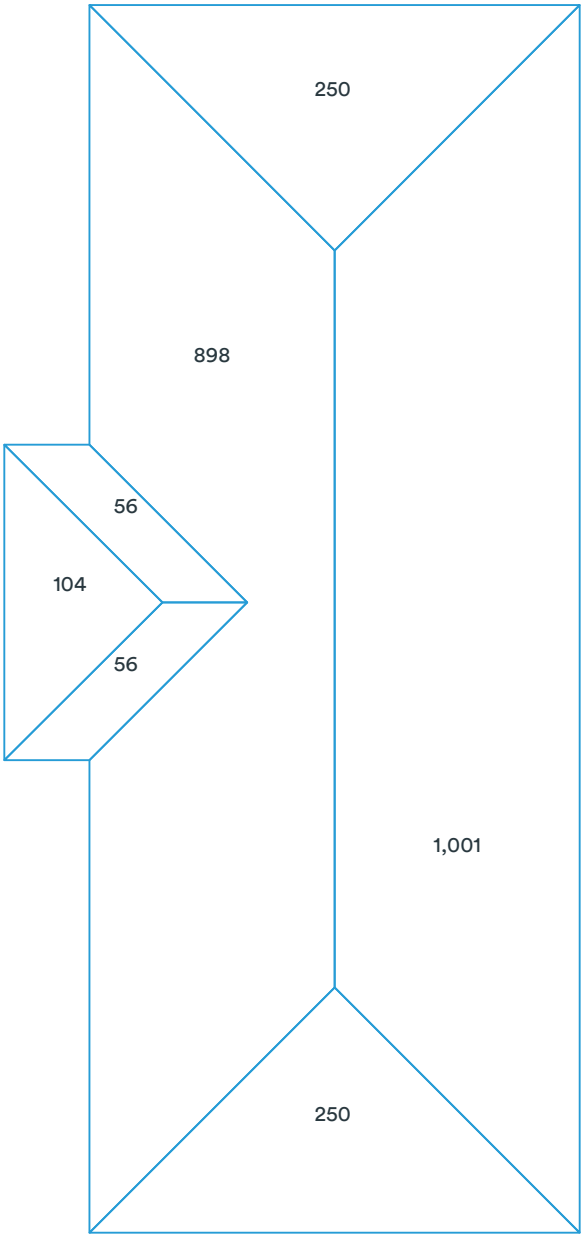
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 4/12

Predominant pitch area: 2612 sqft

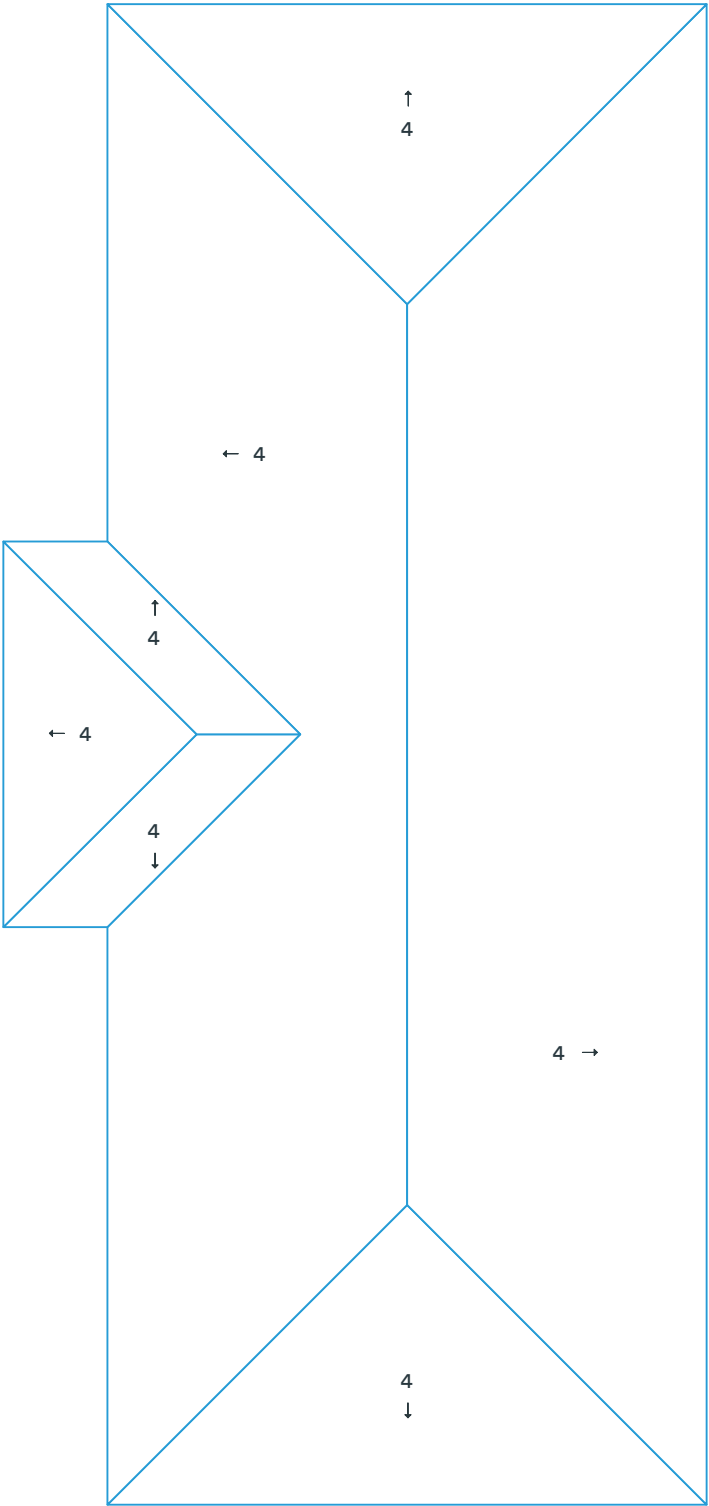
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

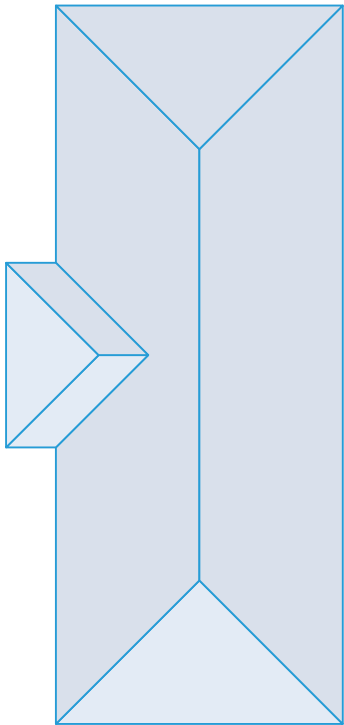
1423 Terpsichore Street, New Orleans, LA 70130



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

1423 Terpsichore Street, New Orleans, LA 70130



Measurements

Total roof area	2612 sqft
Total pitched area	2612 sqft
Total flat area	0 sqft
Total roof facets	7 facets
Predominant pitch	4/12
Total eaves	226ft 5in
Total valleys	28ft 9in
Total hips	118ft 4in
Total ridges	51ft 7in
Total rakes	0ft 0in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	169ft 11in
Eaves + rakes	226ft 5in

Pitch	4/12
-------	------

Area (sqft)	2,613
Squares	26.2

Recommended							
Waste %	0%	8%	10%	12%	15%	17%	20%
Pitched area (sqft)	2,613	2,822	2,874	2,926	3,005	3,057	3,135
Squares	26.2	28.3	28.8	29.3	30.1	30.6	31.4

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

1423 Terpsichore Street, New Orleans, LA 70130

Product	Unit	Waste (0%)	Waste (8%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		2,613 sqft	2,822 sqft	2,874 sqft	3,005 sqft
IKO - Cambridge	bundle	79	85	87	91
CertainTeed - Landmark	bundle	80	87	88	92
GAF - Timberline	bundle	80	87	88	92
Owens Corning - Duration	bundle	80	87	88	92
Atlas - Pristine	bundle	80	86	88	92
Starter (eaves + rakes)		227 ft	245 ft	250 ft	261 ft
IKO - Leading Edge Plus	bundle	2	3	3	3
CertainTeed - SwiftStart	bundle	2	3	3	3
GAF - Pro-Start	bundle	2	3	3	3
Owens Corning - Starter Strip	bundle	3	3	3	3
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		256 ft	276 ft	281 ft	294 ft
IKO - StormShield	roll	4	5	5	5
CertainTeed - WinterGuard	roll	4	5	5	5
GAF - WeatherWatch	roll	4	5	5	5
Owens Corning - WeatherLock	roll	4	4	4	4
Atlas - Weathermaster	roll	4	5	5	5
Synthetic (total sqft; no laps)		2,613 sqft	2,822 sqft	2,874 sqft	3,005 sqft
IKO - Stormtite	roll	3	3	3	4
CertainTeed - RoofRunner	roll	3	3	3	4
GAF - Deck-Armor	roll	3	3	3	4
Owens Corning - RhinoRoof	roll	3	3	3	4
Atlas - Summit	roll	3	3	3	4
Capping (hips + ridges)		170 ft	184 ft	187 ft	196 ft
IKO - Hip and Ridge	bundle	5	5	5	5
CertainTeed - Shadow Ridge	bundle	6	7	7	7
GAF - Seal-A-Ridge	bundle	7	8	8	8
Owens Corning - DecoRidge	bundle	9	10	10	10
Atlas - Pro-Cut H&R	bundle	6	6	7	7
Other					
8' Valley (no laps)	sheet	4	4	4	5
10' Drip Edge (eaves + rakes; no laps)	sheet	23	25	25	27

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

517 & 519 Robert Street



Front View



Aerial View



Roof Report

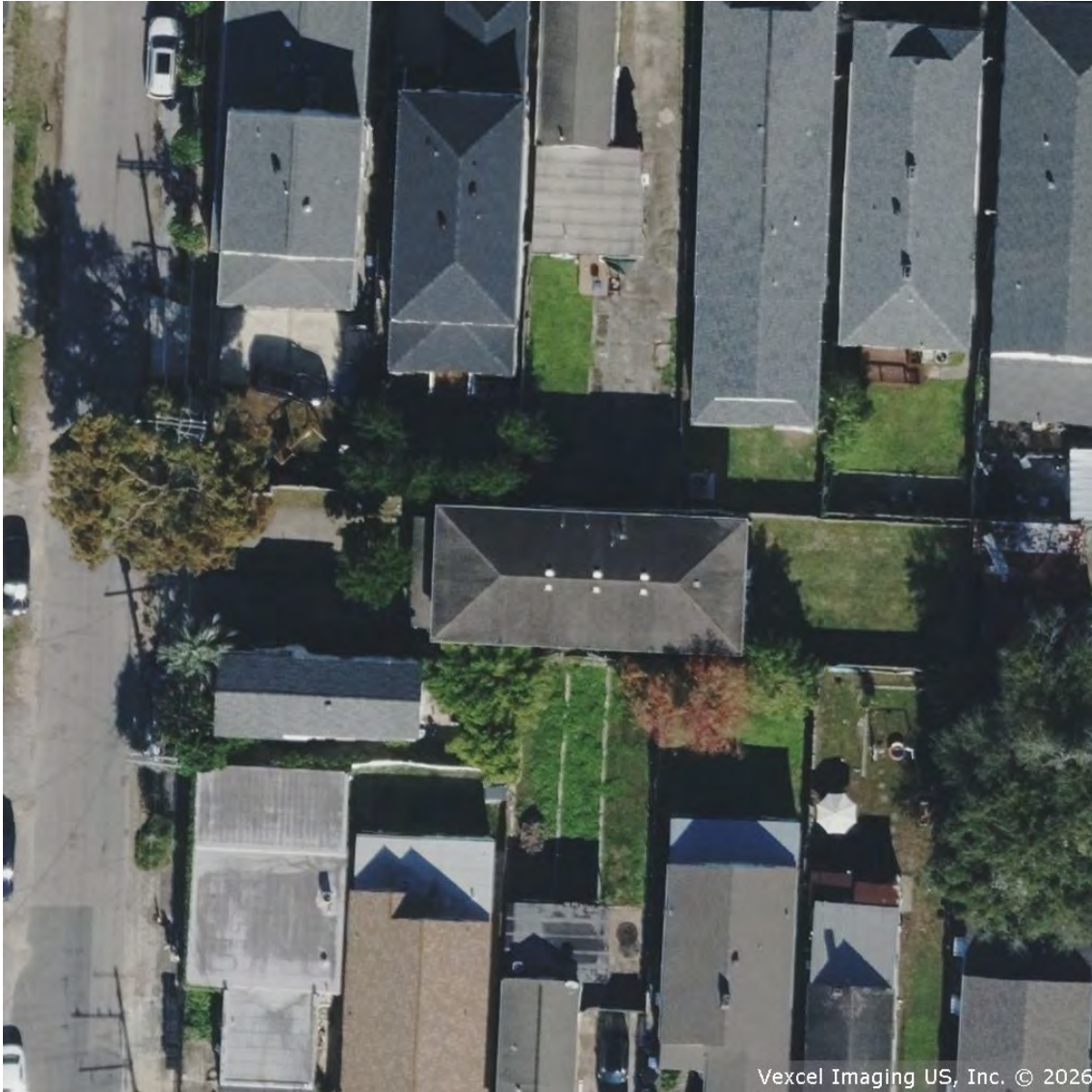
Prepared by Roofr

517 Robert Street, New Orleans, LA 70115

1936 sqft

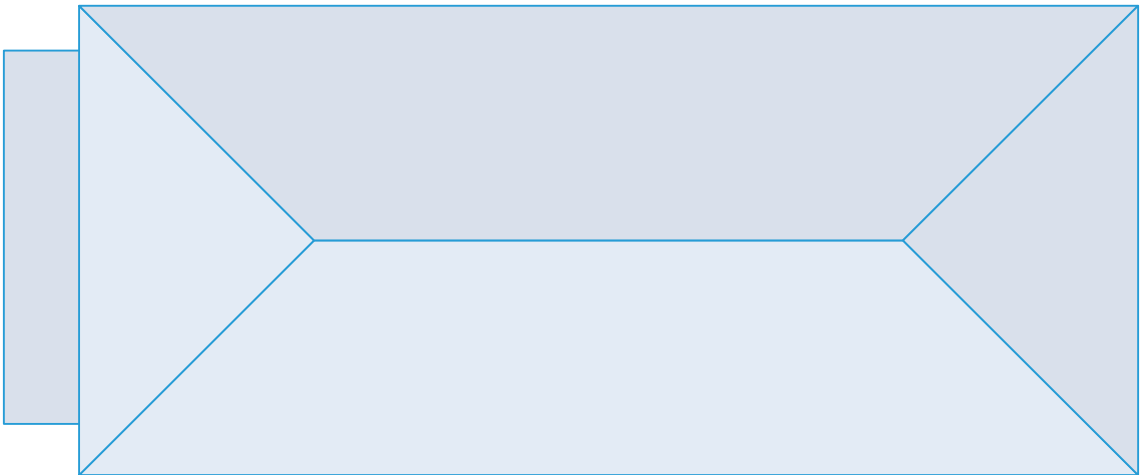
5 facets

Predominant pitch 4/12



Diagram

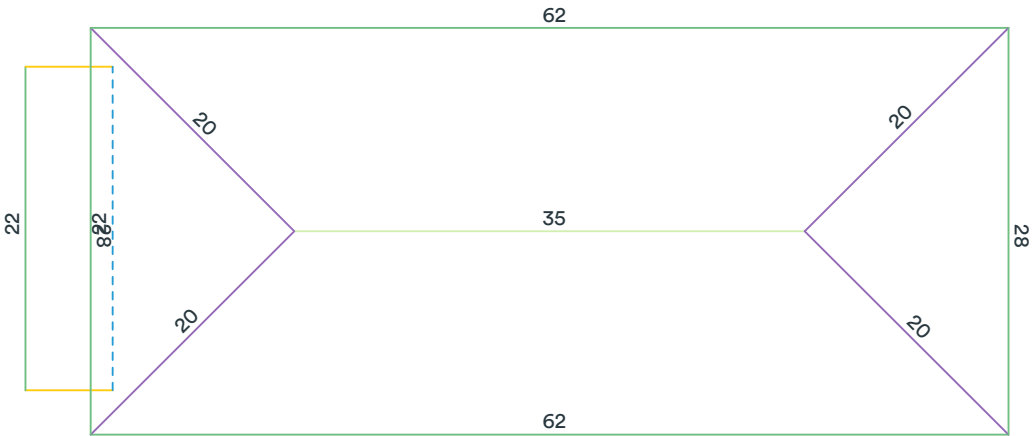
517 Robert Street, New Orleans, LA 70115



Length measurement report

517 Robert Street, New Orleans, LA 70115

- Eaves: 199ft 9in
- Ridges: 34ft 4in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 14ft 8in
- Transitions: 0ft 0in
- Hips: 79ft 6in
- Wall flashing: 21ft 9in
- Parapet wall: 0ft 0in



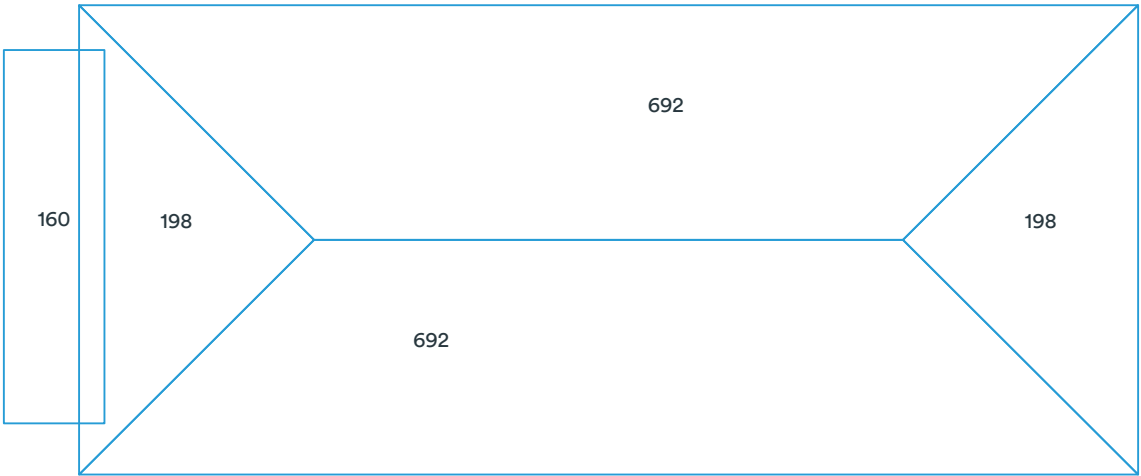
Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

517 Robert Street, New Orleans, LA 70115

Total roof area: 1936 sqft
Pitched roof area: 1936 sqft
Flat roof area: 0 sqft
Two story area: 0 sqft
Two layer area: 0 sqft

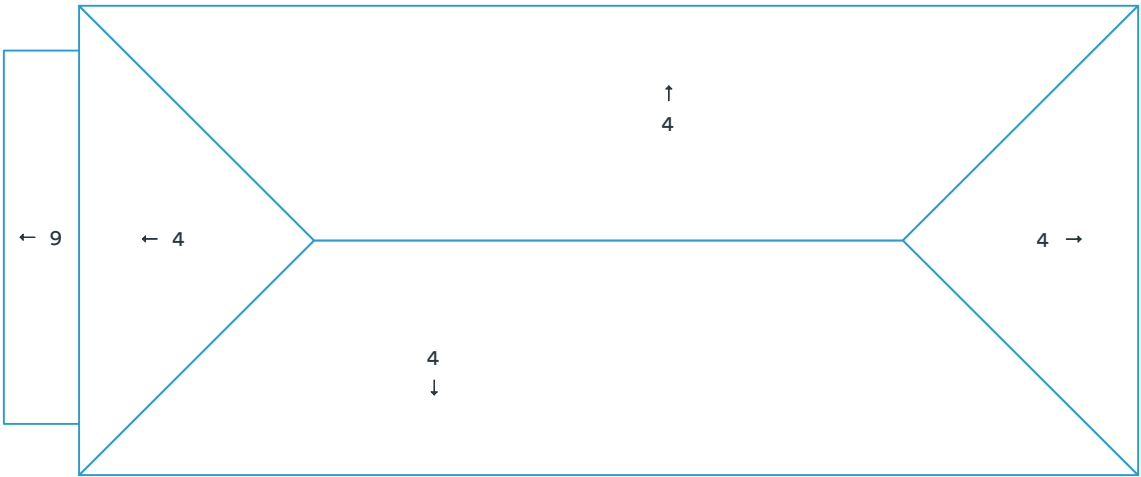
Predominant pitch: 4/12
Predominant pitch area: 1777 sqft
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

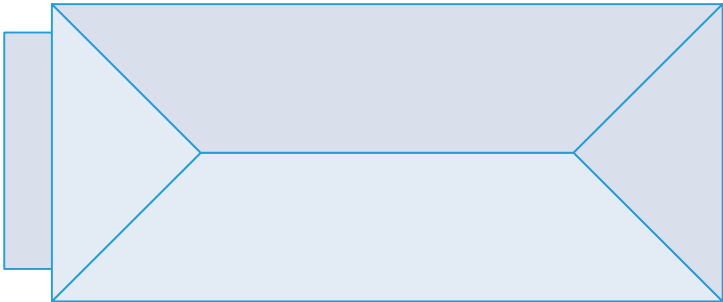
517 Robert Street, New Orleans, LA 70115



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

517 Robert Street, New Orleans, LA 70115



Measurements

Total roof area	1936 sqft
Total pitched area	1936 sqft
Total flat area	0 sqft
Total roof facets	5 facets
Predominant pitch	4/12
Total eaves	199ft 9in
Total valleys	0ft 0in
Total hips	79ft 6in
Total ridges	34ft 4in
Total rakes	14ft 8in
Total wall flashing	21ft 9in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	113ft 10in
Eaves + rakes	214ft 5in

Pitch	4/12	9/12
Area (sqft)	1,778	160
Squares	17.8	1.6

Recommended

Waste %	0%	6%	10%	12%	15%	17%	20%
Pitched area (sqft)	1,937	2,053	2,131	2,169	2,227	2,266	2,324
Squares	19.4	20.6	21.4	21.7	22.3	22.7	23.3

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

517 Robert Street, New Orleans, LA 70115

Product	Unit	Waste (0%)	Waste (6%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		1,937 sqft	2,053 sqft	2,131 sqft	2,227 sqft
IKO - Cambridge	bundle	59	62	64	67
CertainTeed - Landmark	bundle	60	63	65	68
GAF - Timberline	bundle	60	63	65	68
Owens Corning - Duration	bundle	60	63	65	68
Atlas - Pristine	bundle	59	63	65	68
Starter (eaves + rakes)		215 ft	228 ft	236 ft	247 ft
IKO - Leading Edge Plus	bundle	2	2	2	3
CertainTeed - SwiftStart	bundle	2	2	3	3
GAF - Pro-Start	bundle	2	2	2	3
Owens Corning - Starter Strip	bundle	3	3	3	3
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		222 ft	235 ft	244 ft	255 ft
IKO - StormShield	roll	4	4	4	4
CertainTeed - WinterGuard	roll	4	4	4	4
GAF - WeatherWatch	roll	4	4	4	4
Owens Corning - WeatherLock	roll	3	4	4	4
Atlas - Weathermaster	roll	4	4	4	4
Synthetic (total sqft; no laps)		1,937 sqft	2,053 sqft	2,131 sqft	2,227 sqft
IKO - Stormtite	roll	2	3	3	3
CertainTeed - RoofRunner	roll	2	3	3	3
GAF - Deck-Armor	roll	2	3	3	3
Owens Corning - RhinoRoof	roll	2	3	3	3
Atlas - Summit	roll	2	3	3	3
Capping (hips + ridges)		114 ft	121 ft	126 ft	131 ft
IKO - Hip and Ridge	bundle	3	4	4	4
CertainTeed - Shadow Ridge	bundle	4	5	5	5
GAF - Seal-A-Ridge	bundle	5	5	6	6
Owens Corning - DecoRidge	bundle	6	7	7	7
Atlas - Pro-Cut H&R	bundle	4	4	5	5
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	22	23	24	25

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

3318 Danneel Street, Units A, B, C, & D



Front View



Aerial View



Roof Report

Prepared by Roofr

3318 Danneel Street, New Orleans, LA 70115

2838 sqft

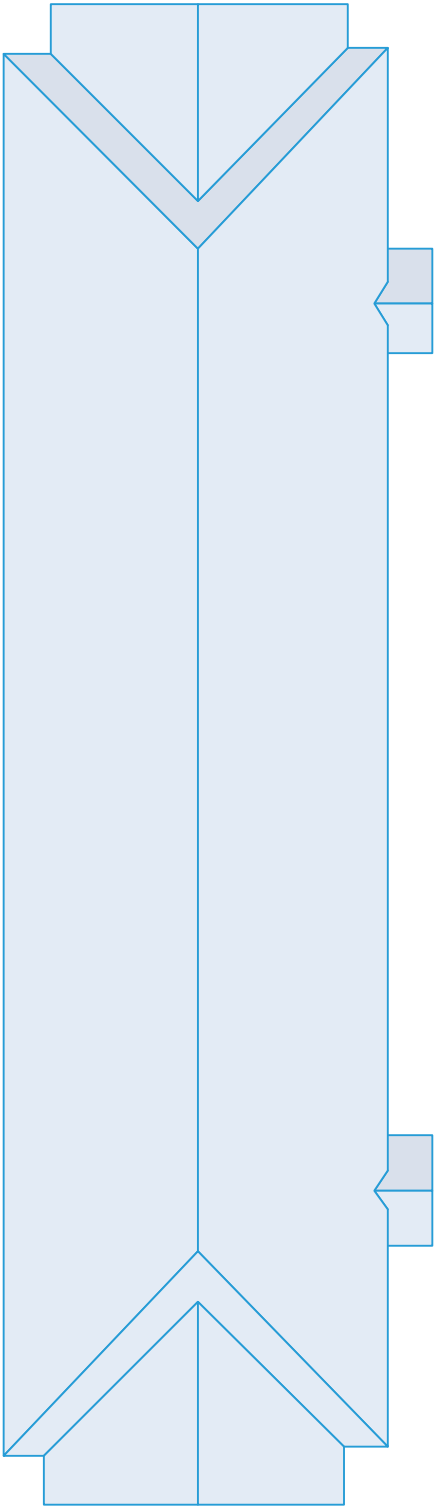
12 facets

Predominant pitch 6/12



Diagram

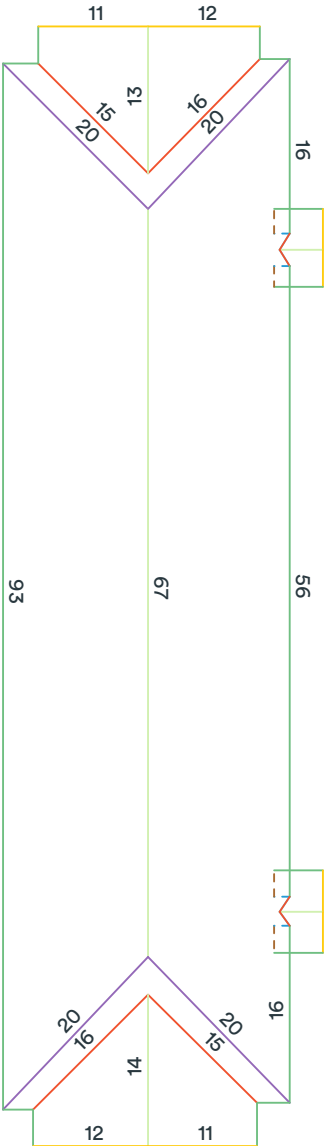
3318 Danneel Street, New Orleans, LA 70115



Length measurement report

3318 Danneel Street, New Orleans, LA 70115

- Eaves: 221ft 9in
- Ridges: 100ft 6in
- Step flashing: 9ft 3in
- Unspecified: 6ft 6in
- Valleys: 66ft 2in
- Rakes: 59ft 2in
- Transitions: 0ft 0in
- Hips: 77ft 10in
- Wall flashing: 5ft 6in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

3318 Danneel Street, New Orleans, LA 70115

Total roof area: 2838 sqft

Pitched roof area: 2838 sqft

Flat roof area: 0 sqft

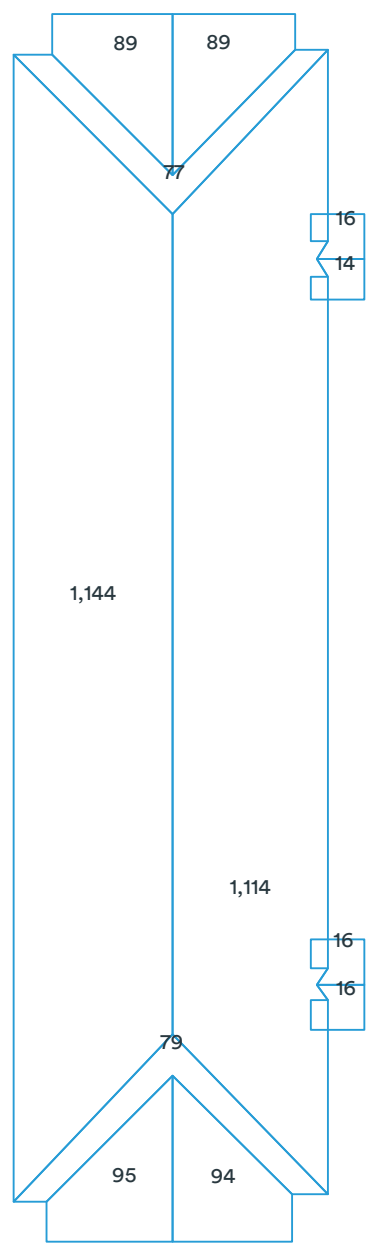
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 6/12

Predominant pitch area: 2778 sqft

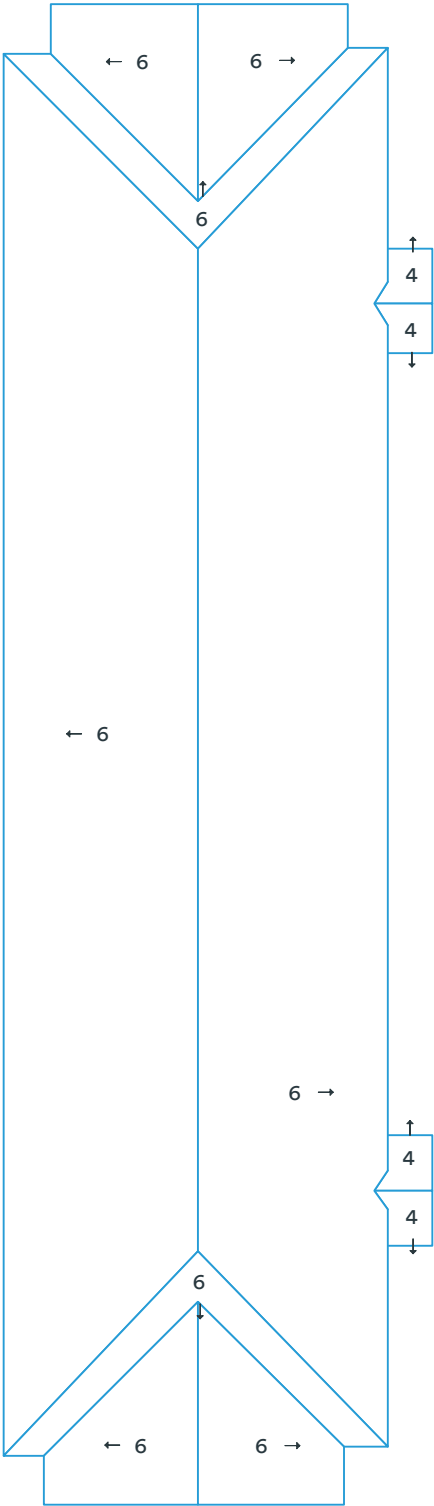
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

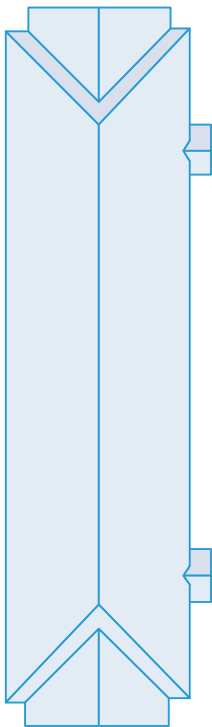
3318 Danneel Street, New Orleans, LA 70115



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

3318 Danneel Street, New Orleans, LA 70115



Measurements

Total roof area	2838 sqft
Total pitched area	2838 sqft
Total flat area	0 sqft
Total roof facets	12 facets
Predominant pitch	6/12
Total eaves	221ft 9in
Total valleys	66ft 2in
Total hips	77ft 10in
Total ridges	100ft 6in
Total rakes	59ft 2in
Total wall flashing	5ft 6in
Total step flashing	9ft 3in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	6ft 6in
Hips + ridges	178ft 3in
Eaves + rakes	281ft 0in

Pitch	4/12	6/12
Area (sqft)	60	2,778
Squares	0.6	27.8

Recommended

Waste %	0%	10%	12%	15%	17%	20%	22%
Pitched area (sqft)	2,838	3,122	3,179	3,264	3,320	3,406	3,462
Squares	28.4	31.3	31.8	32.7	33.2	34.1	34.7

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

3318 Danneel Street, New Orleans, LA 70115

Product	Unit	Waste (0%)	Waste (10%)	Waste (15%)	Waste (20%)
Shingle (total sqft)		2,838 sqft	3,122 sqft	3,264 sqft	3,406 sqft
IKO - Cambridge	bundle	86	94	98	103
CertainTeed - Landmark	bundle	87	96	100	104
GAF - Timberline	bundle	87	96	100	104
Owens Corning - Duration	bundle	87	96	100	104
Atlas - Pristine	bundle	86	95	99	104
Starter (eaves + rakes)		281 ft	310 ft	324 ft	338 ft
IKO - Leading Edge Plus	bundle	3	3	3	3
CertainTeed - SwiftStart	bundle	3	3	3	3
GAF - Pro-Start	bundle	3	3	3	3
Owens Corning - Starter Strip	bundle	3	3	4	4
Atlas - Pro-Cut	bundle	3	3	3	3
Ice and Water (eaves + valleys + flashings)		303 ft	334 ft	349 ft	364 ft
IKO - StormShield	roll	5	6	6	6
CertainTeed - WinterGuard	roll	5	6	6	6
GAF - WeatherWatch	roll	5	5	6	6
Owens Corning - WeatherLock	roll	5	5	5	5
Atlas - Weathermaster	roll	5	6	6	6
Synthetic (total sqft; no laps)		2,838 sqft	3,122 sqft	3,264 sqft	3,406 sqft
IKO - Stormtite	roll	3	4	4	4
CertainTeed - RoofRunner	roll	3	4	4	4
GAF - Deck-Armor	roll	3	4	4	4
Owens Corning - RhinoRoof	roll	3	4	4	4
Atlas - Summit	roll	3	4	4	4
Capping (hips + ridges)		179 ft	197 ft	206 ft	214 ft
IKO - Hip and Ridge	bundle	5	5	6	6
CertainTeed - Shadow Ridge	bundle	6	7	7	8
GAF - Seal-A-Ridge	bundle	8	8	9	9
Owens Corning - DecoRidge	bundle	9	10	11	11
Atlas - Pro-Cut H&R	bundle	6	7	7	7
Other					
8' Valley (no laps)	sheet	9	10	10	10
10' Drip Edge (eaves + rakes; no laps)	sheet	29	31	33	34

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

3121 & 3123 Gravier Street



Front View



Aerial View



Roof Report

Prepared by Roofr

3121 Gravier Street, New Orleans, LA 70119

1687 sqft

4 facets

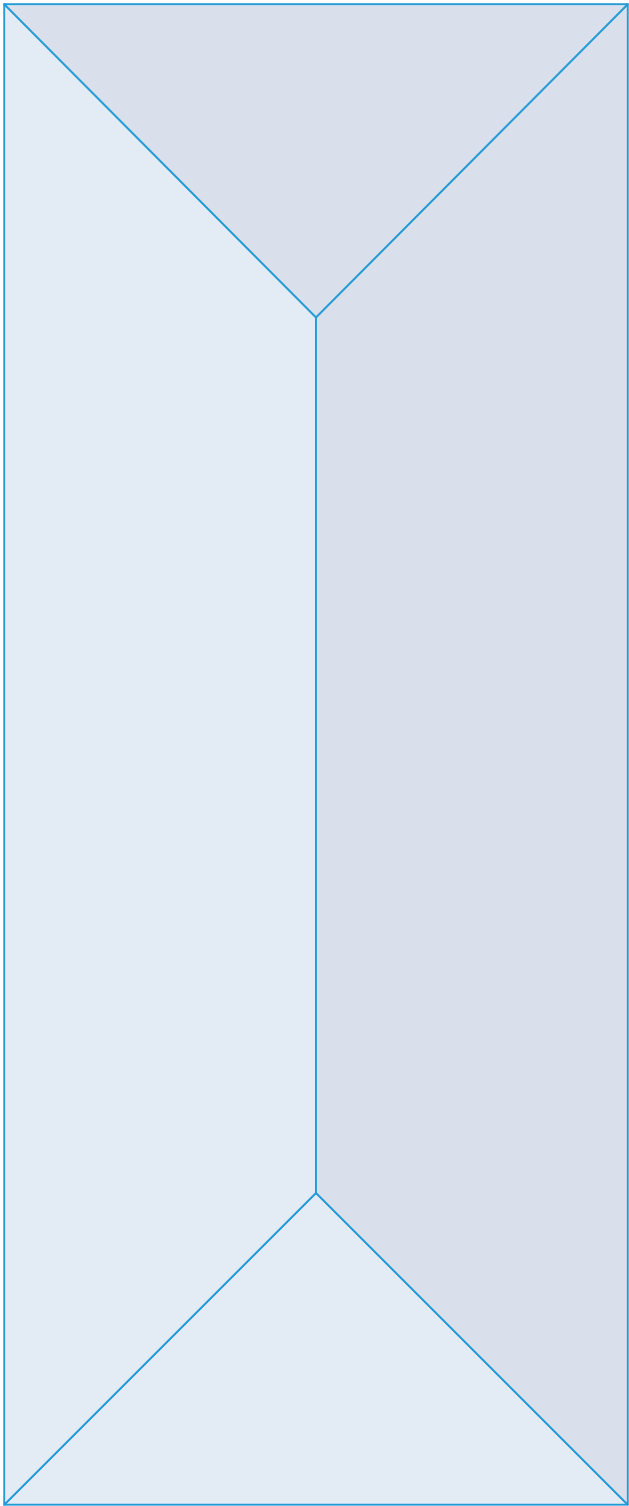
Predominant pitch 5/12



Vexcel Imaging US, Inc. © 2026

Diagram

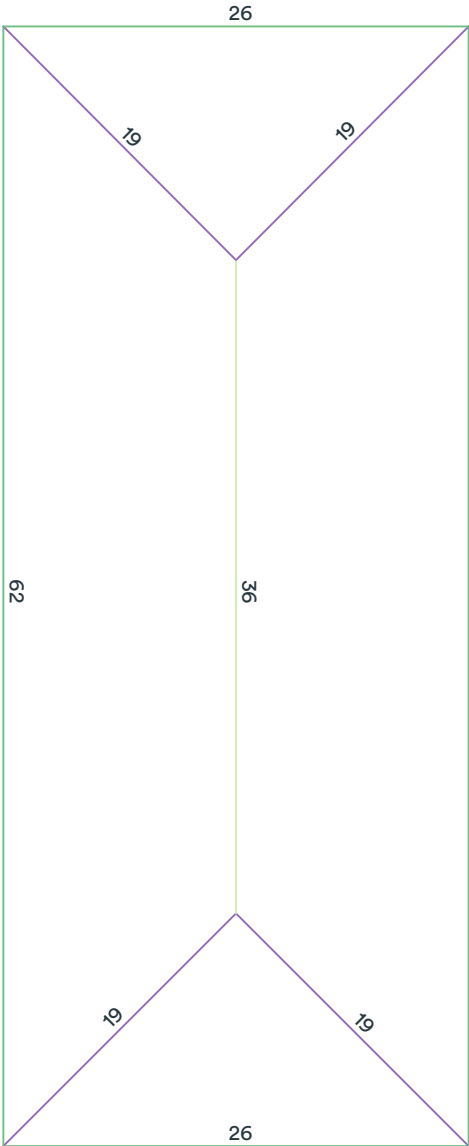
3121 Gravier Street, New Orleans, LA 70119



Length measurement report

3121 Gravier Street, New Orleans, LA 70119

- Eaves: 173ft 4in
- Ridges: 35ft 9in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 0ft 0in
- Transitions: 0ft 0in
- Hips: 75ft 1in
- Wall flashing: 0ft 0in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

3121 Gravier Street, New Orleans, LA 70119

Total roof area: 1687 sqft

Pitched roof area: 1687 sqft

Flat roof area: 0 sqft

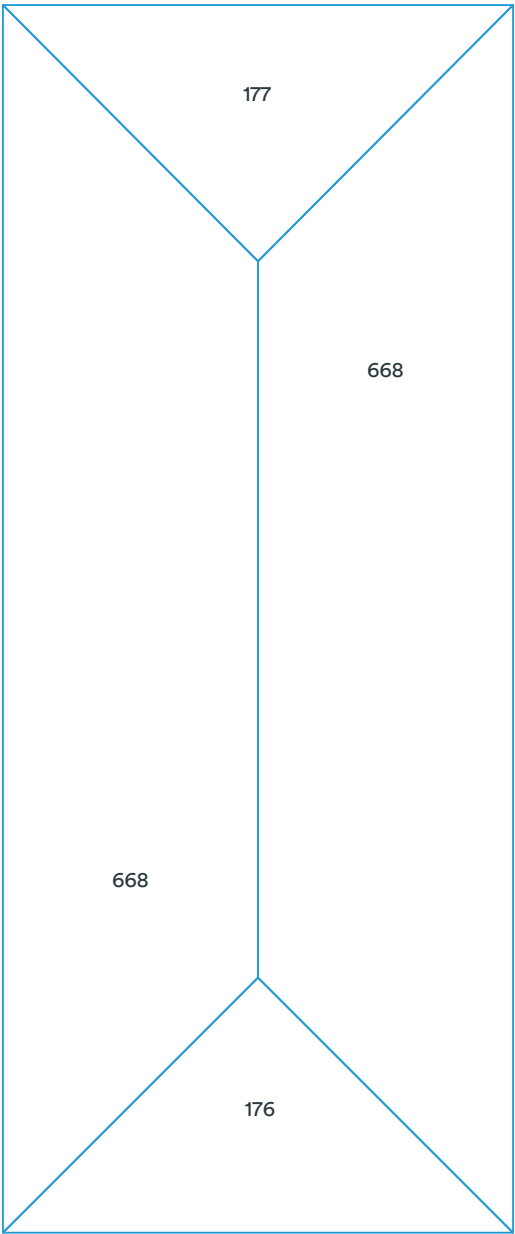
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 5/12

Predominant pitch area: 1687 sqft

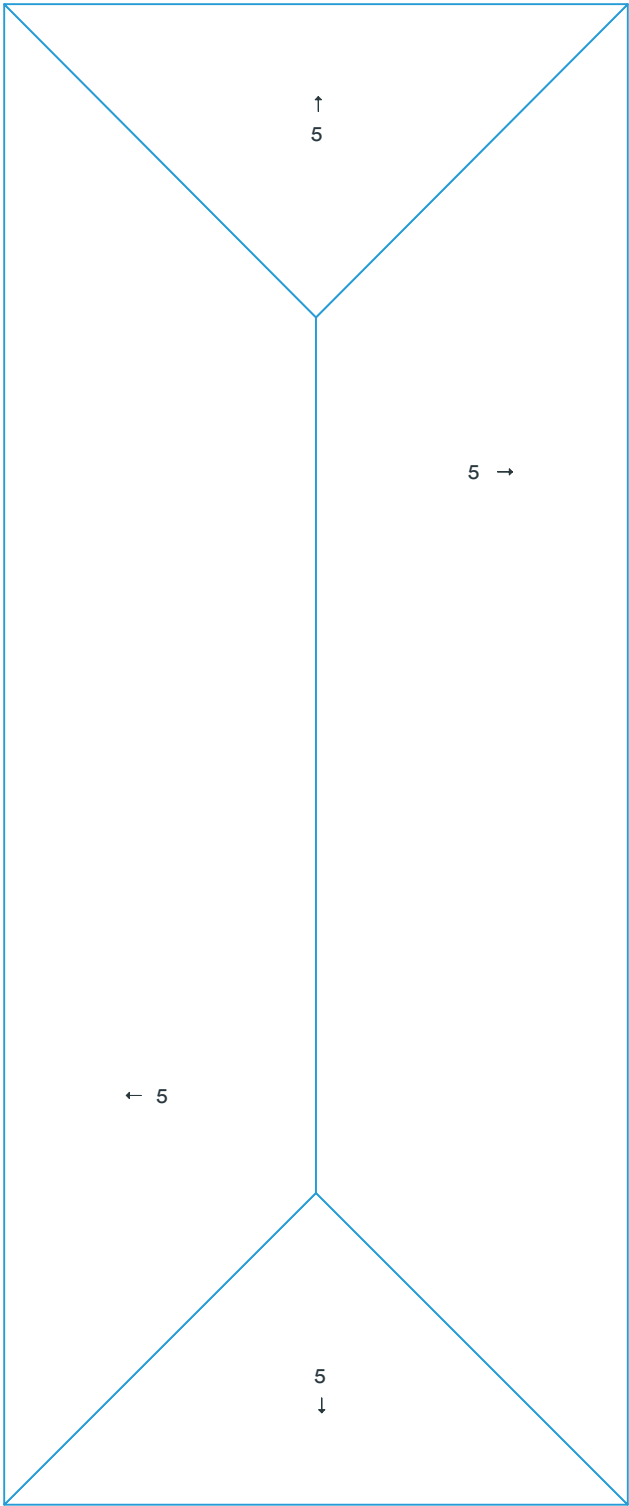
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

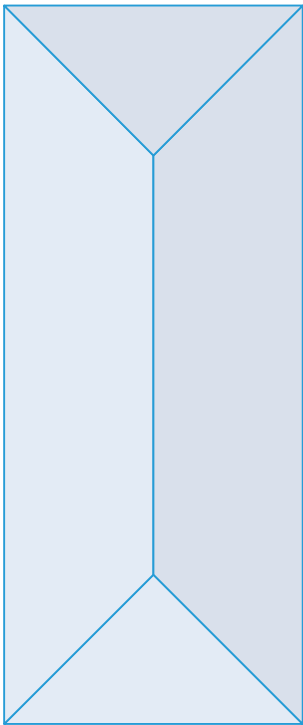
3121 Gravier Street, New Orleans, LA 70119



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

3121 Gravier Street, New Orleans, LA 70119



Measurements

Total roof area	1687 sqft
Total pitched area	1687 sqft
Total flat area	0 sqft
Total roof facets	4 facets
Predominant pitch	5/12
Total eaves	173ft 4in
Total valleys	0ft 0in
Total hips	75ft 1in
Total ridges	35ft 9in
Total rakes	0ft 0in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	110ft 10in
Eaves + rakes	173ft 4in

Pitch	5/12
Area (sqft)	1,688
Squares	16.9

Recommended							
Waste %	0%	6%	10%	12%	15%	17%	20%
Pitched area (sqft)	1,688	1,789	1,856	1,890	1,941	1,975	2,025
Squares	16.9	17.9	18.6	18.9	19.5	19.8	20.3

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

3121 Gravier Street, New Orleans, LA 70119

Product	Unit	Waste (0%)	Waste (6%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		1,688 sqft	1,789 sqft	1,856 sqft	1,941 sqft
IKO - Cambridge	bundle	51	54	56	59
CertainTeed - Landmark	bundle	52	55	57	60
GAF - Timberline	bundle	52	55	57	60
Owens Corning - Duration	bundle	52	55	57	60
Atlas - Pristine	bundle	52	55	57	59
Starter (eaves + rakes)		174 ft	184 ft	191 ft	200 ft
IKO - Leading Edge Plus	bundle	2	2	2	2
CertainTeed - SwiftStart	bundle	2	2	2	2
GAF - Pro-Start	bundle	2	2	2	2
Owens Corning - Starter Strip	bundle	2	2	2	2
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		174 ft	184 ft	191 ft	200 ft
IKO - StormShield	roll	3	3	3	4
CertainTeed - WinterGuard	roll	3	3	3	4
GAF - WeatherWatch	roll	3	3	3	3
Owens Corning - WeatherLock	roll	3	3	3	3
Atlas - Weathermaster	roll	3	3	3	4
Synthetic (total sqft; no laps)		1,688 sqft	1,789 sqft	1,856 sqft	1,941 sqft
IKO - Stormtite	roll	2	2	2	2
CertainTeed - RoofRunner	roll	2	2	2	2
GAF - Deck-Armor	roll	2	2	2	2
Owens Corning - RhinoRoof	roll	2	2	2	2
Atlas - Summit	roll	2	2	2	2
Capping (hips + ridges)		111 ft	118 ft	122 ft	128 ft
IKO - Hip and Ridge	bundle	3	3	4	4
CertainTeed - Shadow Ridge	bundle	4	4	5	5
GAF - Seal-A-Ridge	bundle	5	5	5	6
Owens Corning - DecoRidge	bundle	6	6	7	7
Atlas - Pro-Cut H&R	bundle	4	4	4	5
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	18	19	20	20

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

3811 & 3813 Constance Street



Front View



Aerial View



Roof Report

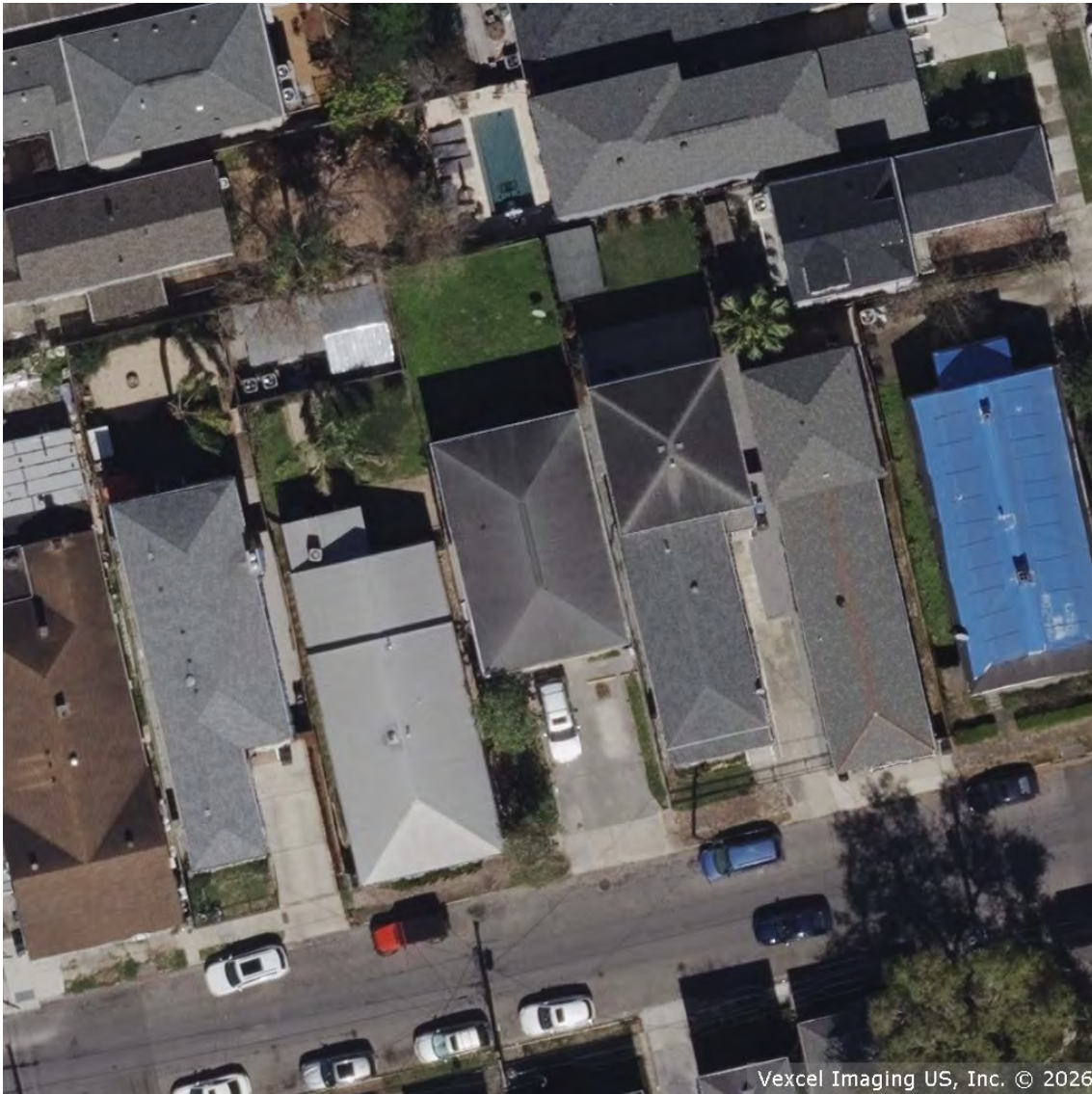
Prepared by Roofr

3811 Constance Street, New Orleans, LA 70115

1556 sqft

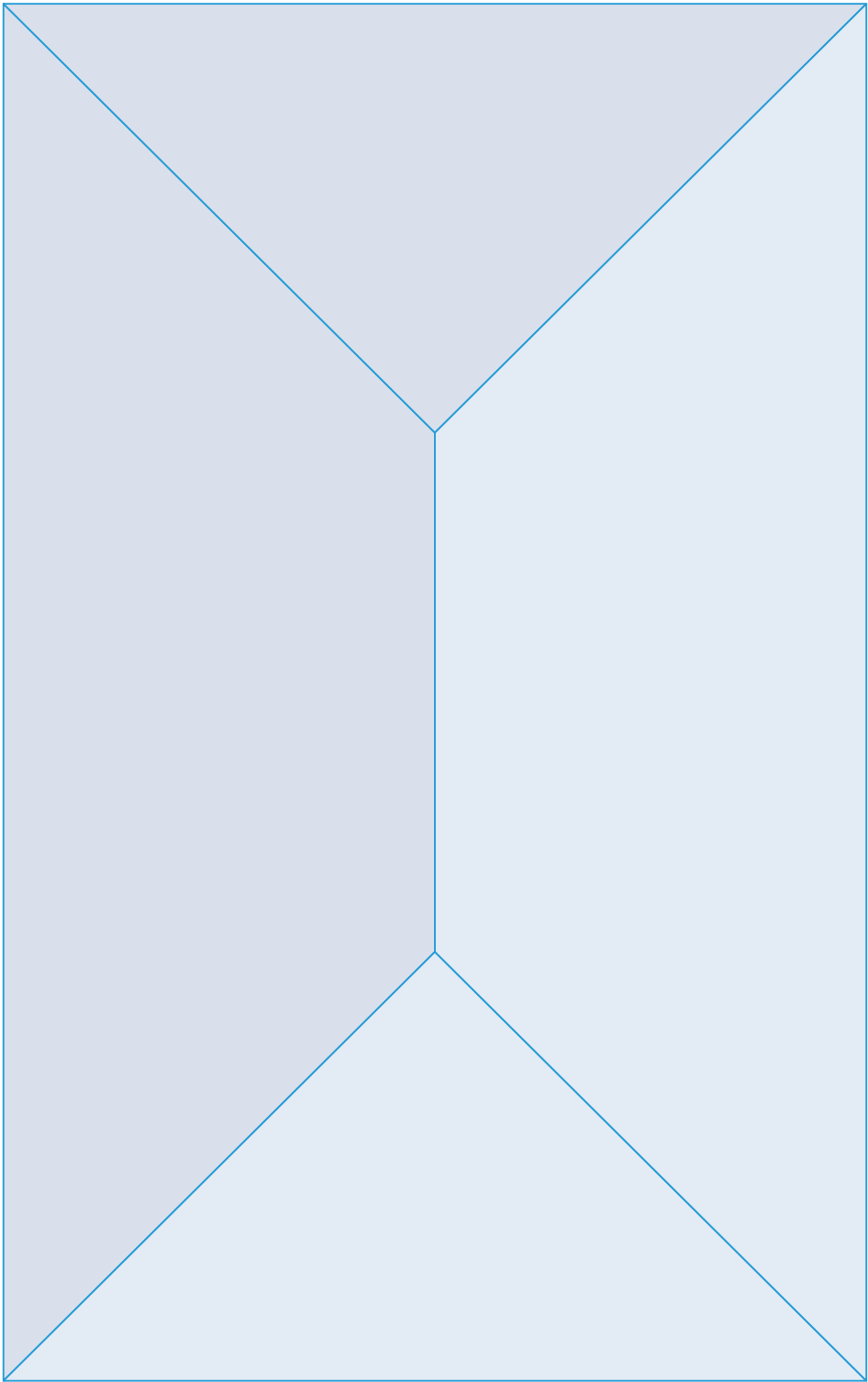
4 facets

Predominant pitch 5/12



Diagram

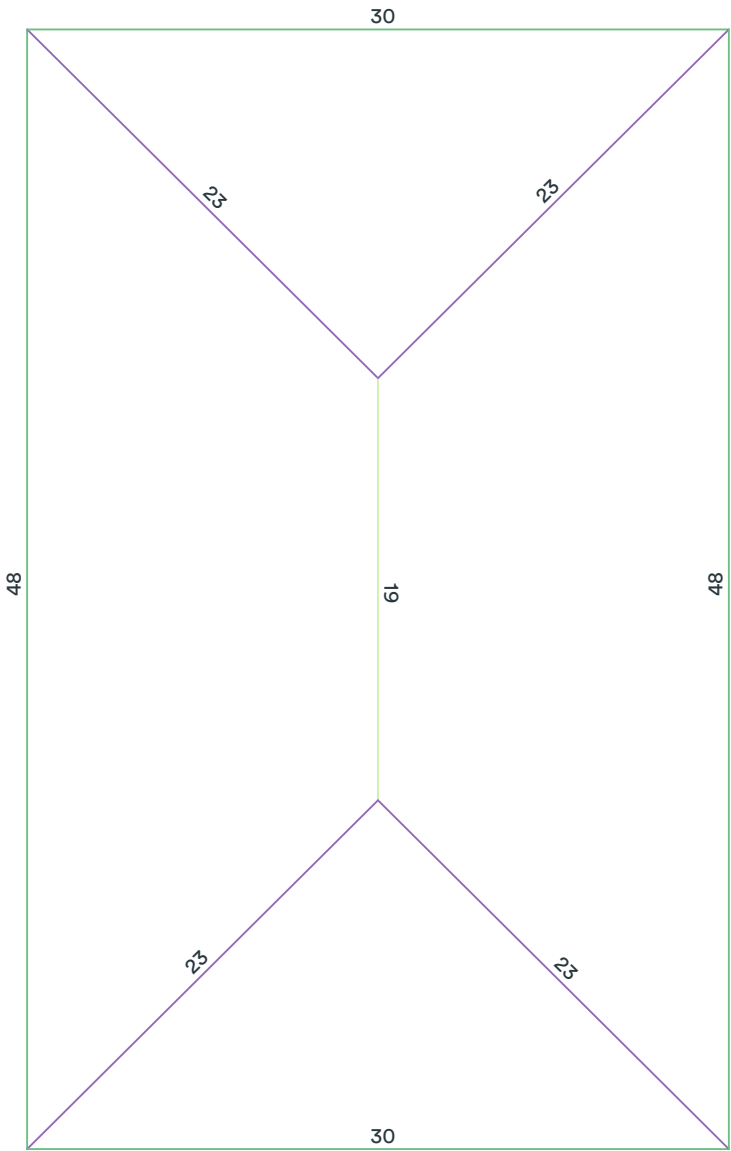
3811 Constance Street, New Orleans, LA 70115



Length measurement report

3811 Constance Street, New Orleans, LA 70115

- Eaves: 155ft 9in
- Ridges: 18ft 1in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 0ft 0in
- Transitions: 0ft 0in
- Hips: 88ft 3in
- Wall flashing: 0ft 0in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

3811 Constance Street, New Orleans, LA 70115

Total roof area: 1556 sqft

Pitched roof area: 1556 sqft

Flat roof area: 0 sqft

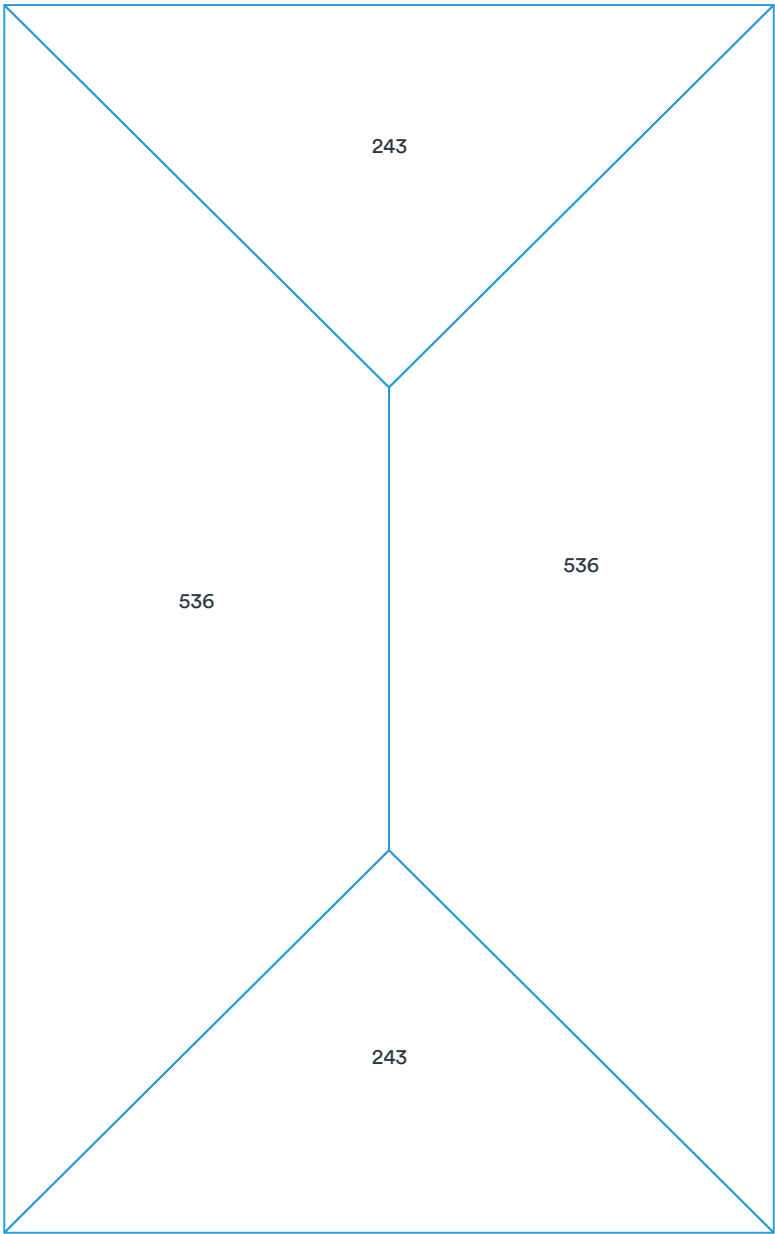
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 5/12

Predominant pitch area: 1556 sqft

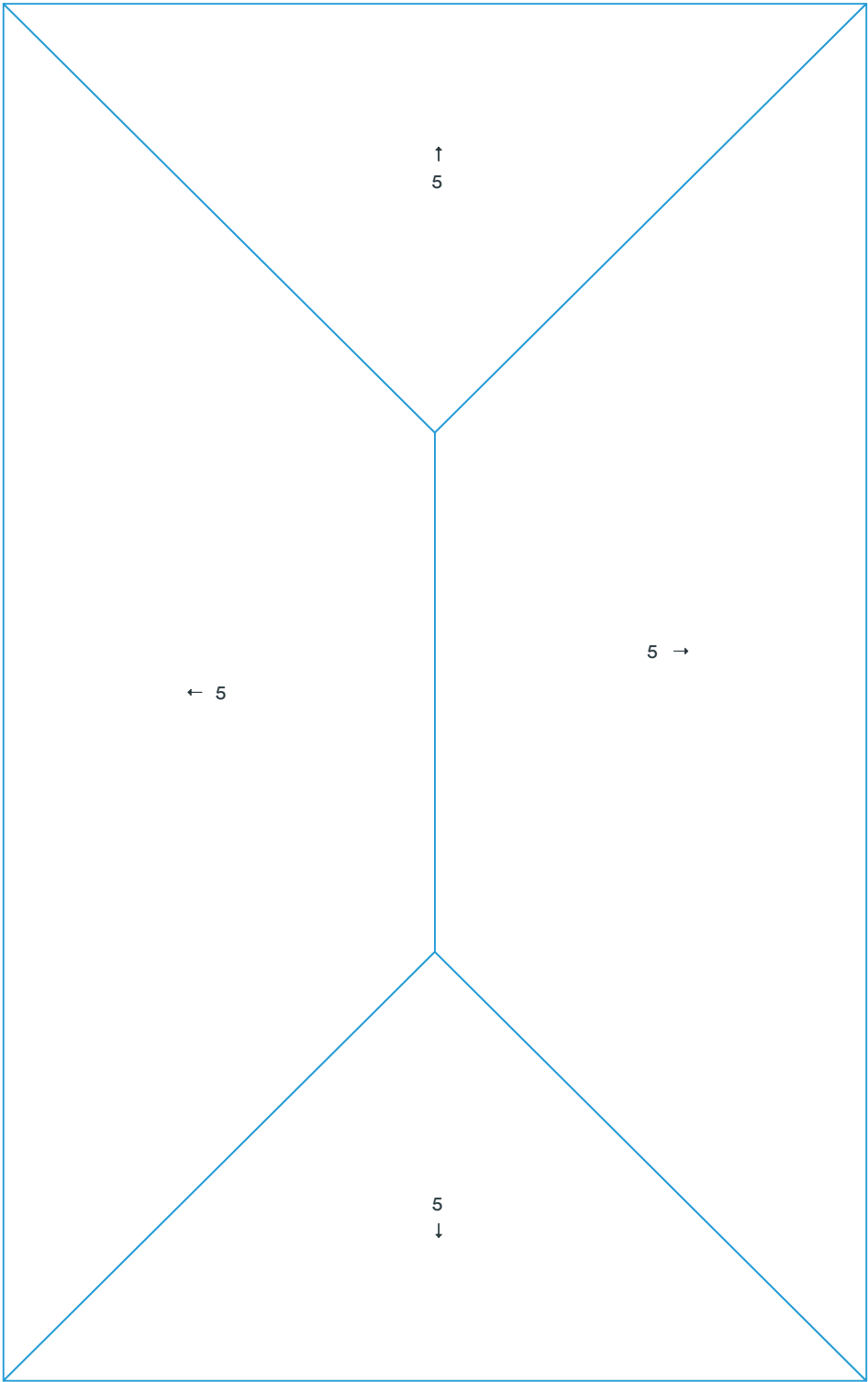
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

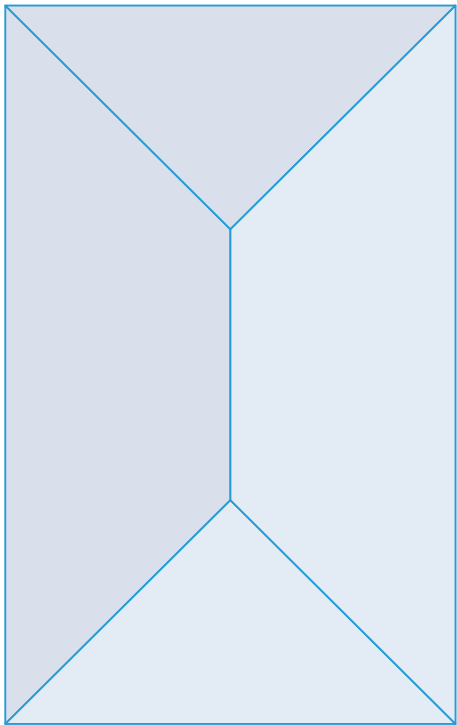
3811 Constance Street, New Orleans, LA 70115



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

3811 Constance Street, New Orleans, LA 70115



Measurements

Total roof area	1556 sqft
Total pitched area	1556 sqft
Total flat area	0 sqft
Total roof facets	4 facets
Predominant pitch	5/12
Total eaves	155ft 9in
Total valleys	0ft 0in
Total hips	88ft 3in
Total ridges	18ft 1in
Total rakes	0ft 0in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	106ft 3in
Eaves + rakes	155ft 9in

Pitch	5/12
-------	------

Area (sqft)	1,556
Squares	15.6

Recommended							
Waste %	0%	7%	10%	12%	15%	17%	20%
Pitched area (sqft)	1,556	1,665	1,712	1,743	1,790	1,821	1,867
Squares	15.6	16.7	17.2	17.5	17.9	18.3	18.7

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

3811 Constance Street, New Orleans, LA 70115

Product	Unit	Waste (0%)	Waste (7%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		1,556 sqft	1,665 sqft	1,712 sqft	1,790 sqft
IKO - Cambridge	bundle	47	50	52	54
CertainTeed - Landmark	bundle	48	51	53	55
GAF - Timberline	bundle	48	51	53	55
Owens Corning - Duration	bundle	48	51	53	55
Atlas - Pristine	bundle	48	51	52	55
Starter (eaves + rakes)		156 ft	167 ft	172 ft	180 ft
IKO - Leading Edge Plus	bundle	2	2	2	2
CertainTeed - SwiftStart	bundle	2	2	2	2
GAF - Pro-Start	bundle	2	2	2	2
Owens Corning - Starter Strip	bundle	2	2	2	2
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		156 ft	167 ft	172 ft	180 ft
IKO - StormShield	roll	3	3	3	3
CertainTeed - WinterGuard	roll	3	3	3	3
GAF - WeatherWatch	roll	3	3	3	3
Owens Corning - WeatherLock	roll	3	3	3	3
Atlas - Weathermaster	roll	3	3	3	3
Synthetic (total sqft; no laps)		1,556 sqft	1,665 sqft	1,712 sqft	1,790 sqft
IKO - Stormtite	roll	2	2	2	2
CertainTeed - RoofRunner	roll	2	2	2	2
GAF - Deck-Armor	roll	2	2	2	2
Owens Corning - RhinoRoof	roll	2	2	2	2
Atlas - Summit	roll	2	2	2	2
Capping (hips + ridges)		107 ft	114 ft	117 ft	123 ft
IKO - Hip and Ridge	bundle	3	3	3	4
CertainTeed - Shadow Ridge	bundle	4	4	4	5
GAF - Seal-A-Ridge	bundle	5	5	5	5
Owens Corning - DecoRidge	bundle	6	6	6	7
Atlas - Pro-Cut H&R	bundle	4	4	4	4
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	16	17	18	18

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

3810, 3812, 3814, & 3816 Annunciation Street



Front View



Aerial View



Roof Report

Prepared by Roofr

3810 Annunciation Street, New Orleans, LA 70115

2648 sqft

4 facets

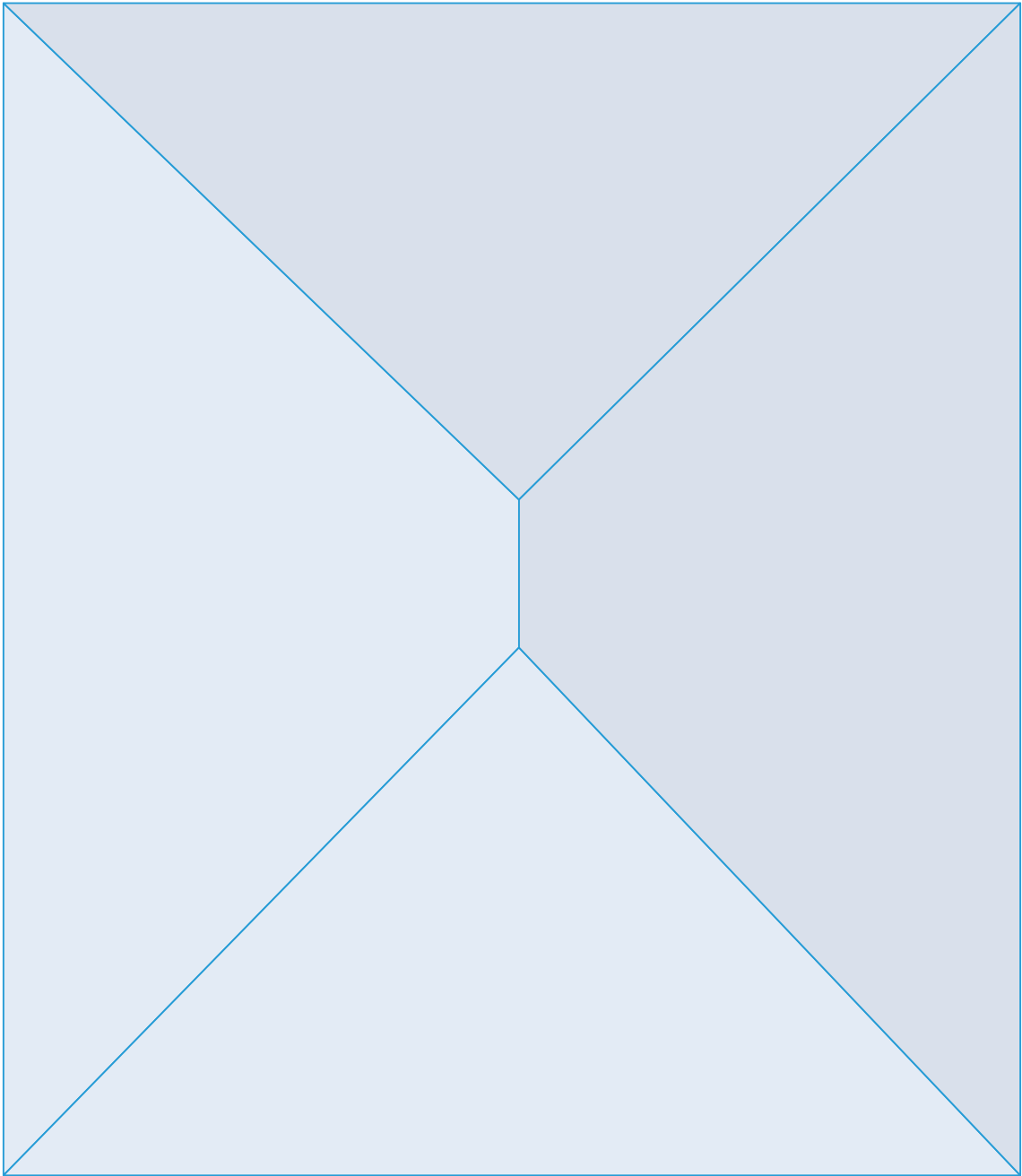
Predominant pitch 5/12



Vexcel Imaging US, Inc. © 2026

Diagram

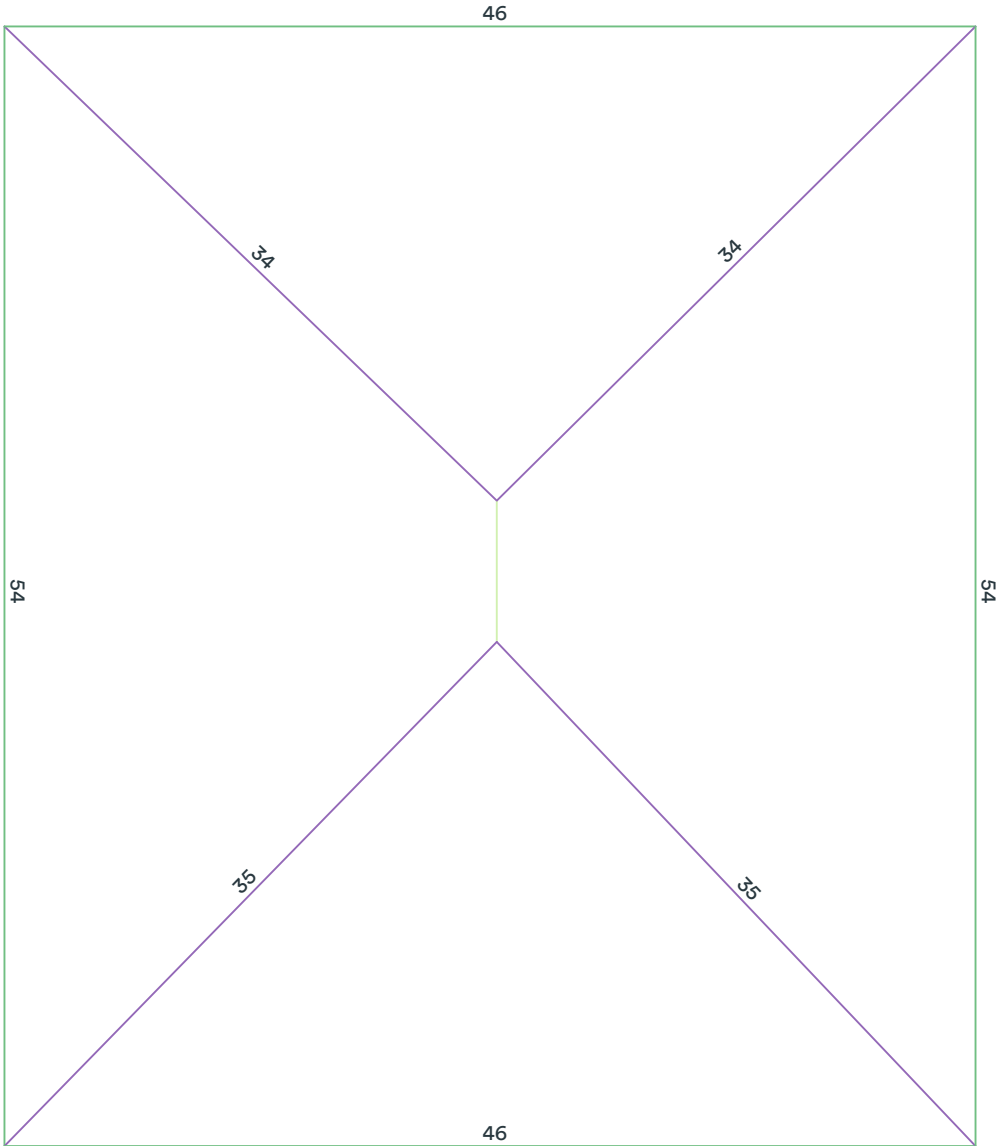
3810 Annunciation Street, New Orleans, LA 70115



Length measurement report

3810 Annunciation Street, New Orleans, LA 70115

- Eaves: 198ft 3in
- Ridges: 6ft 8in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 0ft 0in
- Transitions: 0ft 0in
- Hips: 136ft 5in
- Wall flashing: 0ft 0in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

3810 Annunciation Street, New Orleans, LA 70115

Total roof area: 2648 sqft

Pitched roof area: 2648 sqft

Flat roof area: 0 sqft

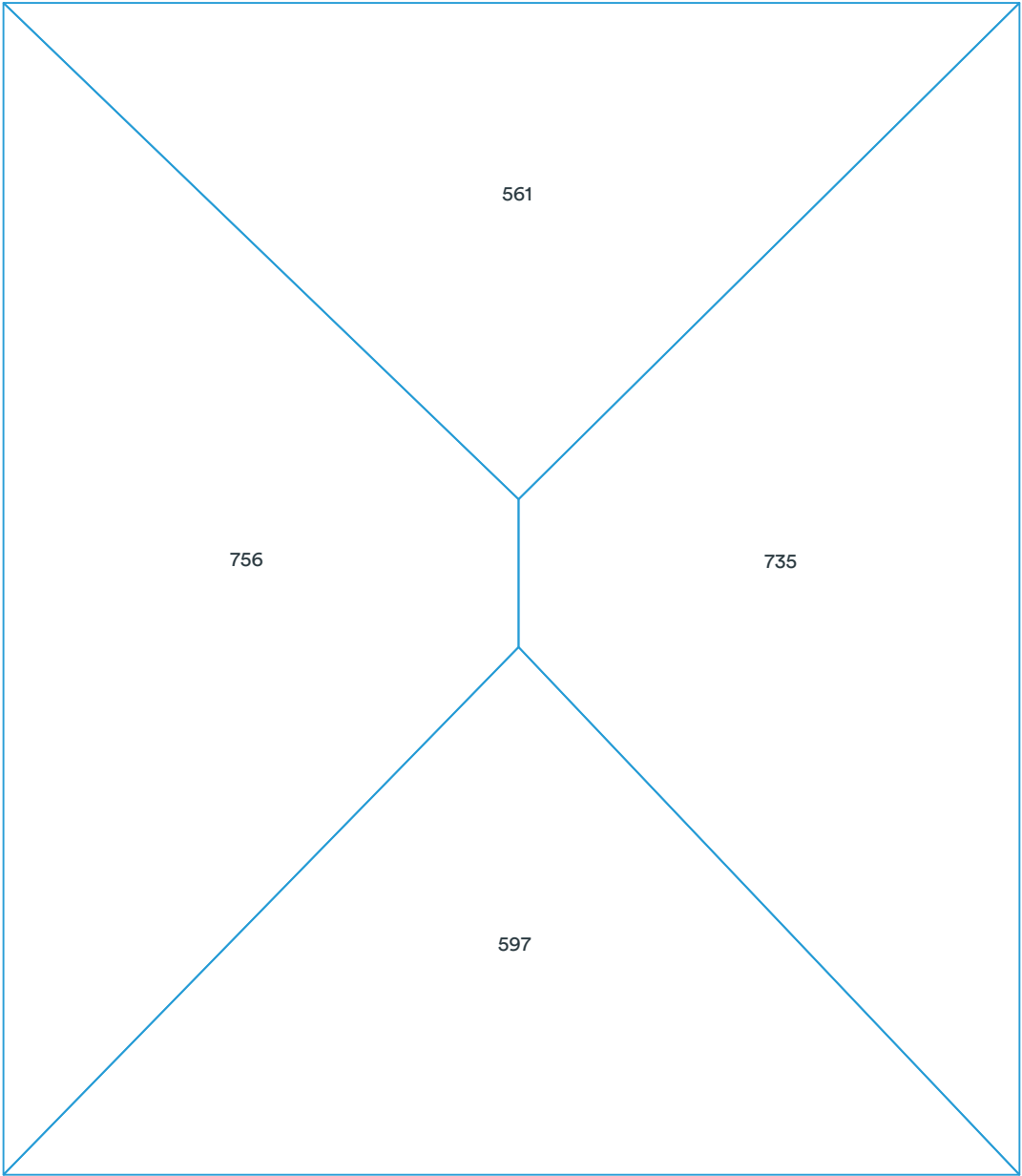
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 5/12

Predominant pitch area: 2648 sqft

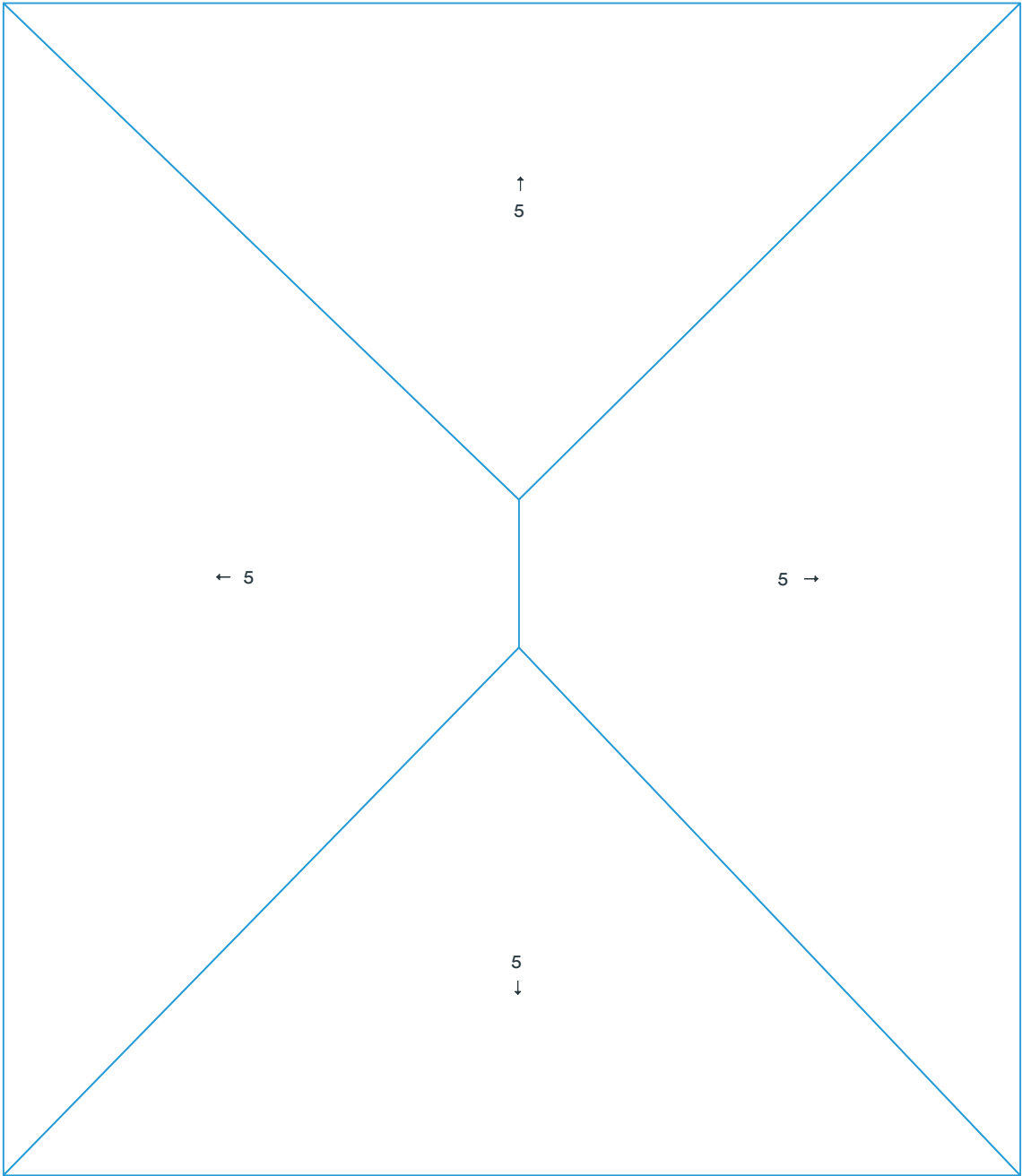
Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

Pitch & direction measurement report

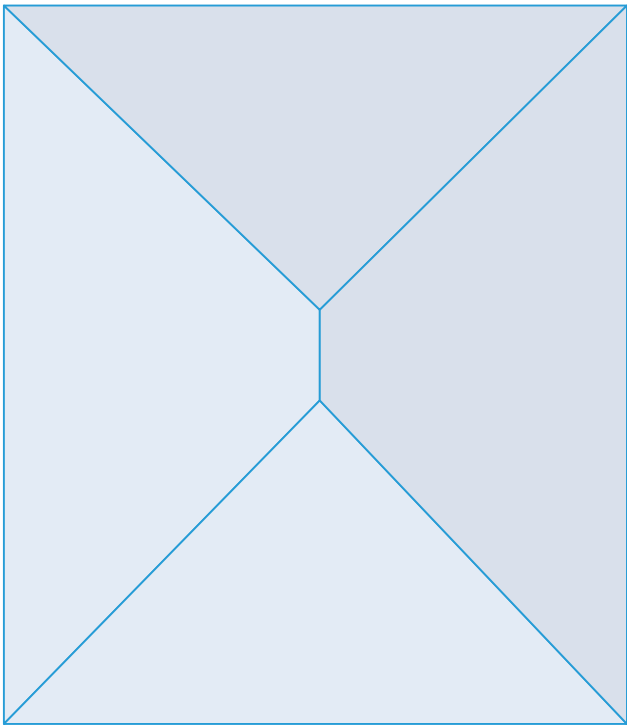
3810 Annunciation Street, New Orleans, LA 70115



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

3810 Annunciation Street, New Orleans, LA 70115



Measurements

Total roof area	2648 sqft
Total pitched area	2648 sqft
Total flat area	0 sqft
Total roof facets	4 facets
Predominant pitch	5/12
Total eaves	198ft 3in
Total valleys	0ft 0in
Total hips	136ft 5in
Total ridges	6ft 8in
Total rakes	0ft 0in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	143ft 2in
Eaves + rakes	198ft 3in

Pitch	5/12
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Area (sqft)	2,648
Squares	26.5

Recommended							
Waste %	0%	7%	10%	12%	15%	17%	20%
Pitched area (sqft)	2,648	2,833	2,913	2,966	3,045	3,098	3,178
Squares	26.5	28.4	29.2	29.7	30.5	31.0	31.8

Material calculations

3810 Annunciation Street, New Orleans, LA 70115

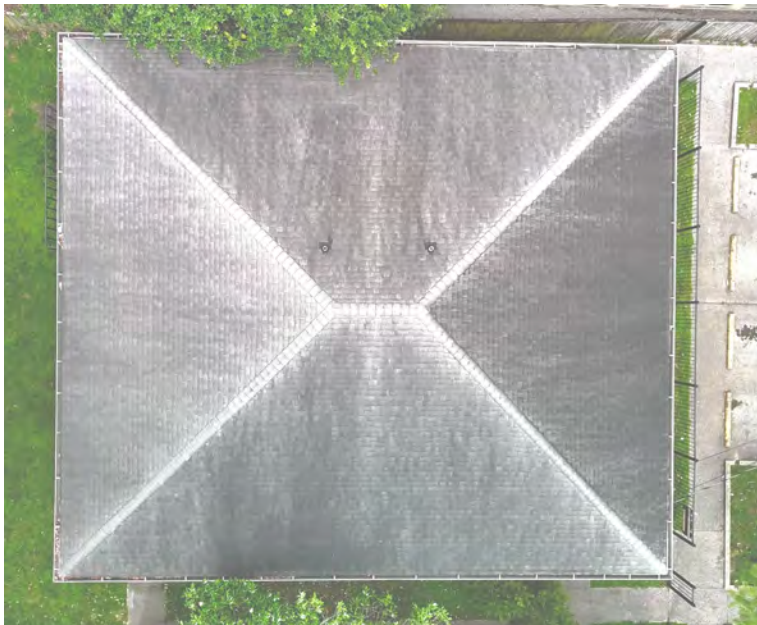
Product	Unit	Waste (0%)	Waste (7%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		2,648 sqft	2,833 sqft	2,913 sqft	3,045 sqft
IKO - Cambridge	bundle	80	86	88	92
CertainTeed - Landmark	bundle	81	87	89	93
GAF - Timberline	bundle	81	87	89	93
Owens Corning - Duration	bundle	81	87	89	93
Atlas - Pristine	bundle	81	86	89	93
Starter (eaves + rakes)		199 ft	213 ft	219 ft	228 ft
IKO - Leading Edge Plus	bundle	2	2	2	2
CertainTeed - SwiftStart	bundle	2	2	2	2
GAF - Pro-Start	bundle	2	2	2	2
Owens Corning - Starter Strip	bundle	2	3	3	3
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		199 ft	213 ft	219 ft	228 ft
IKO - StormShield	roll	4	4	4	4
CertainTeed - WinterGuard	roll	4	4	4	4
GAF - WeatherWatch	roll	3	4	4	4
Owens Corning - WeatherLock	roll	3	3	3	4
Atlas - Weathermaster	roll	4	4	4	4
Synthetic (total sqft; no laps)		2,648 sqft	2,833 sqft	2,913 sqft	3,045 sqft
IKO - Stormtite	roll	3	3	3	4
CertainTeed - RoofRunner	roll	3	3	3	4
GAF - Deck-Armor	roll	3	3	3	4
Owens Corning - RhinoRoof	roll	3	3	3	4
Atlas - Summit	roll	3	3	3	4
Capping (hips + ridges)		144 ft	154 ft	158 ft	165 ft
IKO - Hip and Ridge	bundle	4	4	4	5
CertainTeed - Shadow Ridge	bundle	5	6	6	6
GAF - Seal-A-Ridge	bundle	6	7	7	7
Owens Corning - DecoRidge	bundle	8	8	8	9
Atlas - Pro-Cut H&R	bundle	5	5	6	6
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	20	22	22	23

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

3818, 3820, 3822, & 3824 Annunciation Street



Front View



Aerial View



Roof Report

Prepared by Roofr

3818 Annunciation Street, New Orleans, LA 70115

2639 sqft

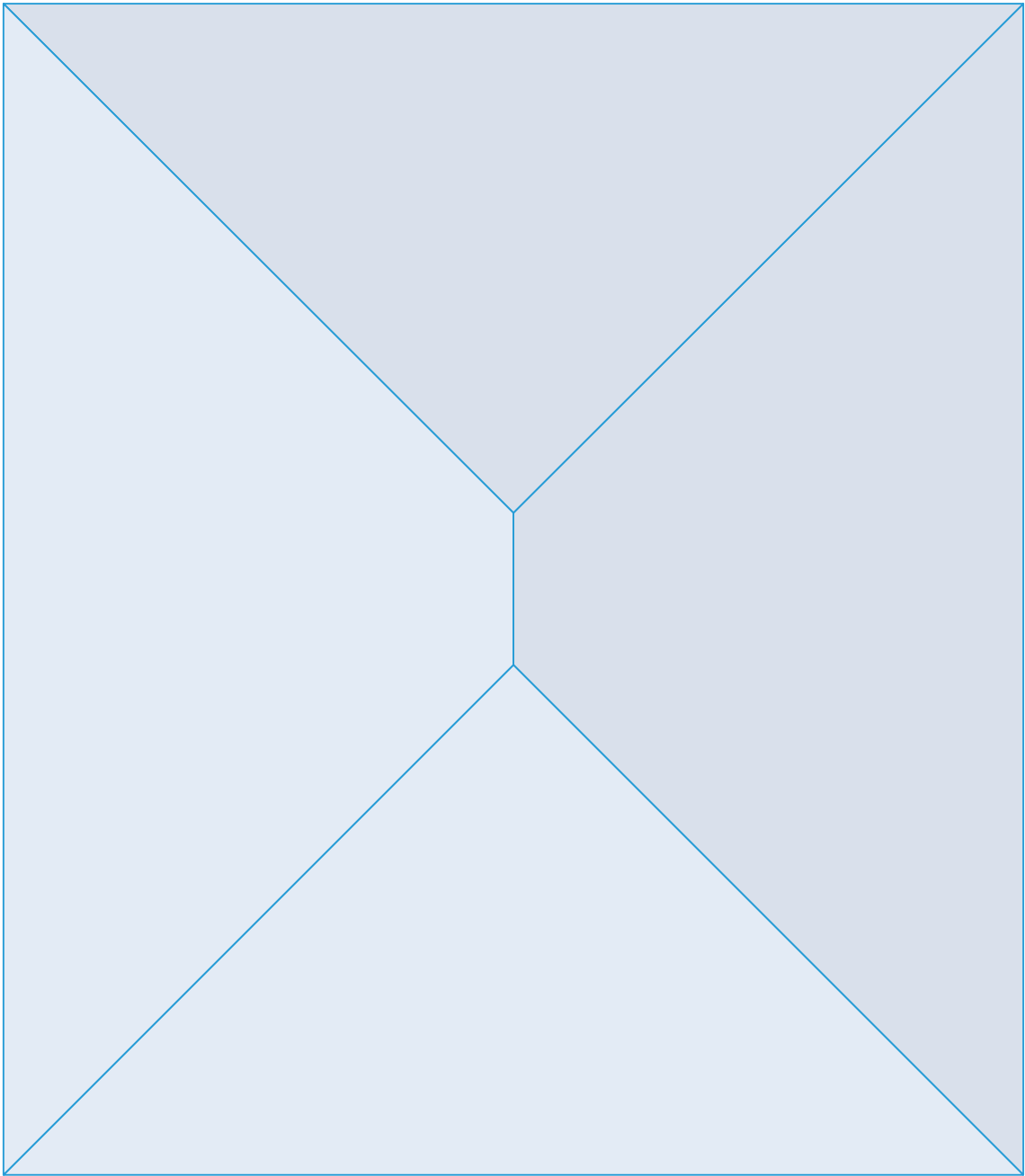
4 facets

Predominant pitch 5/12



Diagram

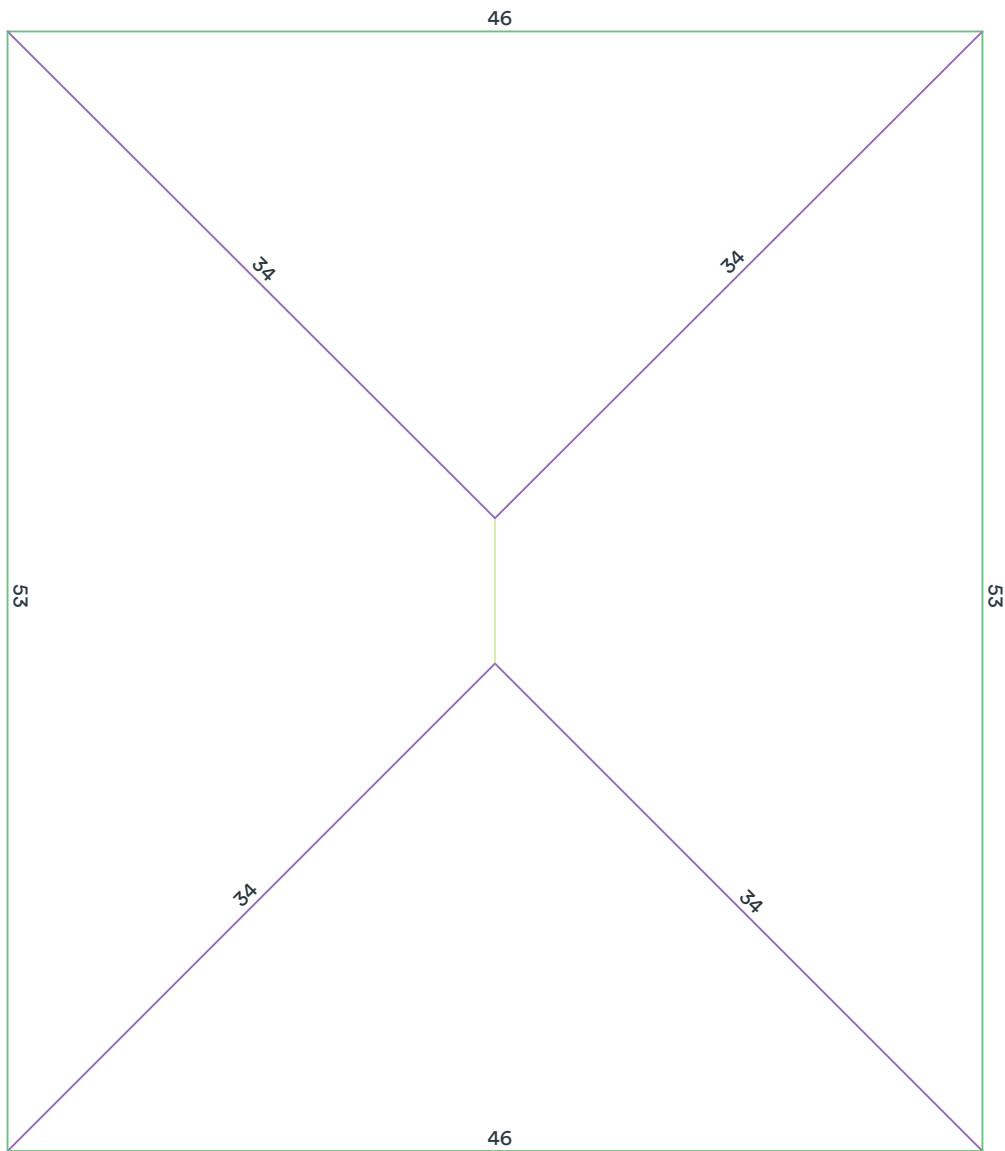
3818 Annunciation Street, New Orleans, LA 70115



Length measurement report

3818 Annunciation Street, New Orleans, LA 70115

- Eaves: 197ft 11in
- Ridges: 6ft 10in
- Step flashing: 0ft 0in
- Unspecified: 0ft 0in
- Valleys: 0ft 0in
- Rakes: 0ft 0in
- Transitions: 0ft 0in
- Hips: 135ft 9in
- Wall flashing: 0ft 0in
- Parapet wall: 0ft 0in



Measurements in diagram are rounded up for display. Some edge lengths may be hidden from diagram to avoid overcrowding.

Area measurement report

3818 Annunciation Street, New Orleans, LA 70115

Total roof area: 2639 sqft

Pitched roof area: 2639 sqft

Flat roof area: 0 sqft

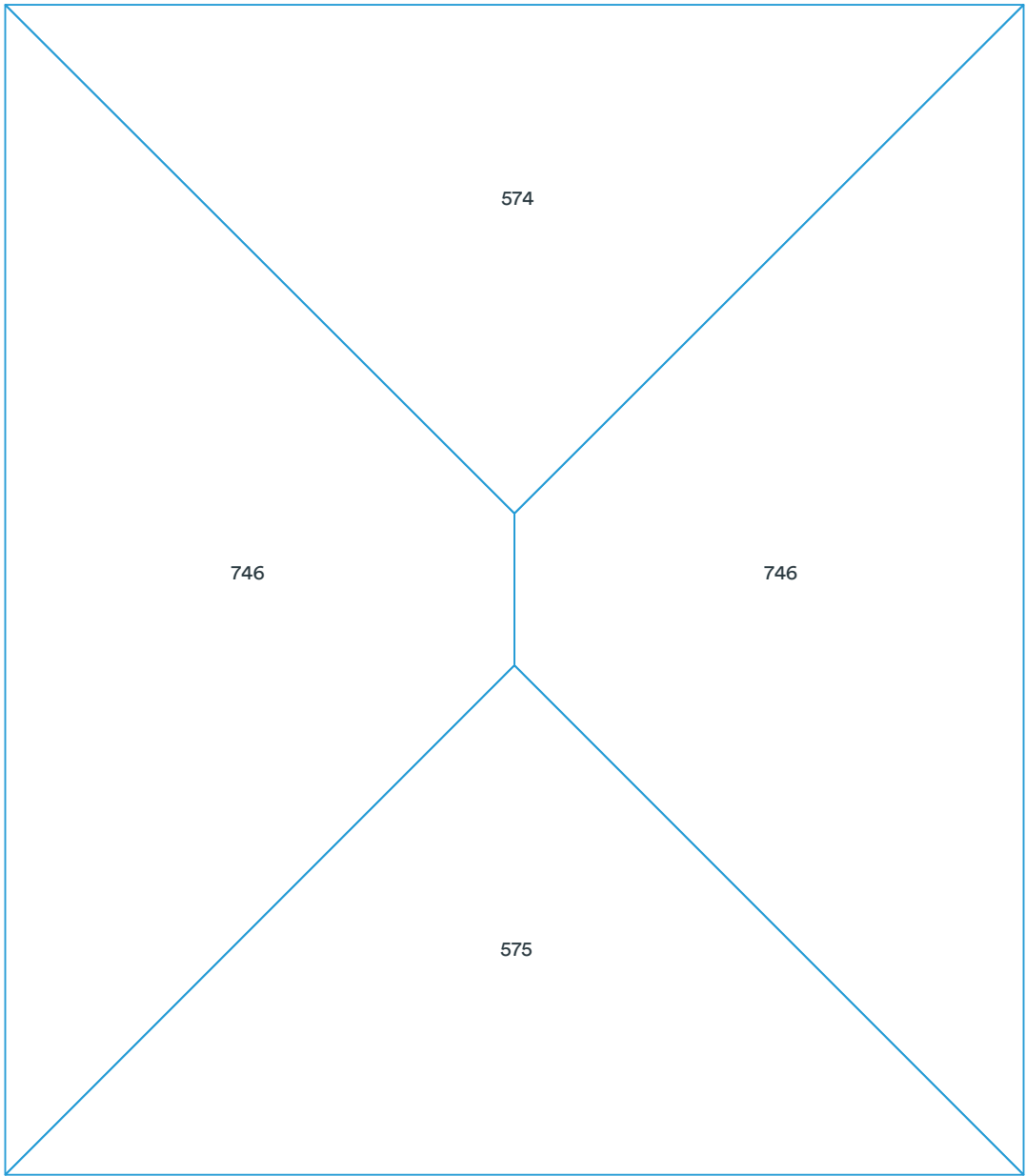
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 5/12

Predominant pitch area: 2639 sqft

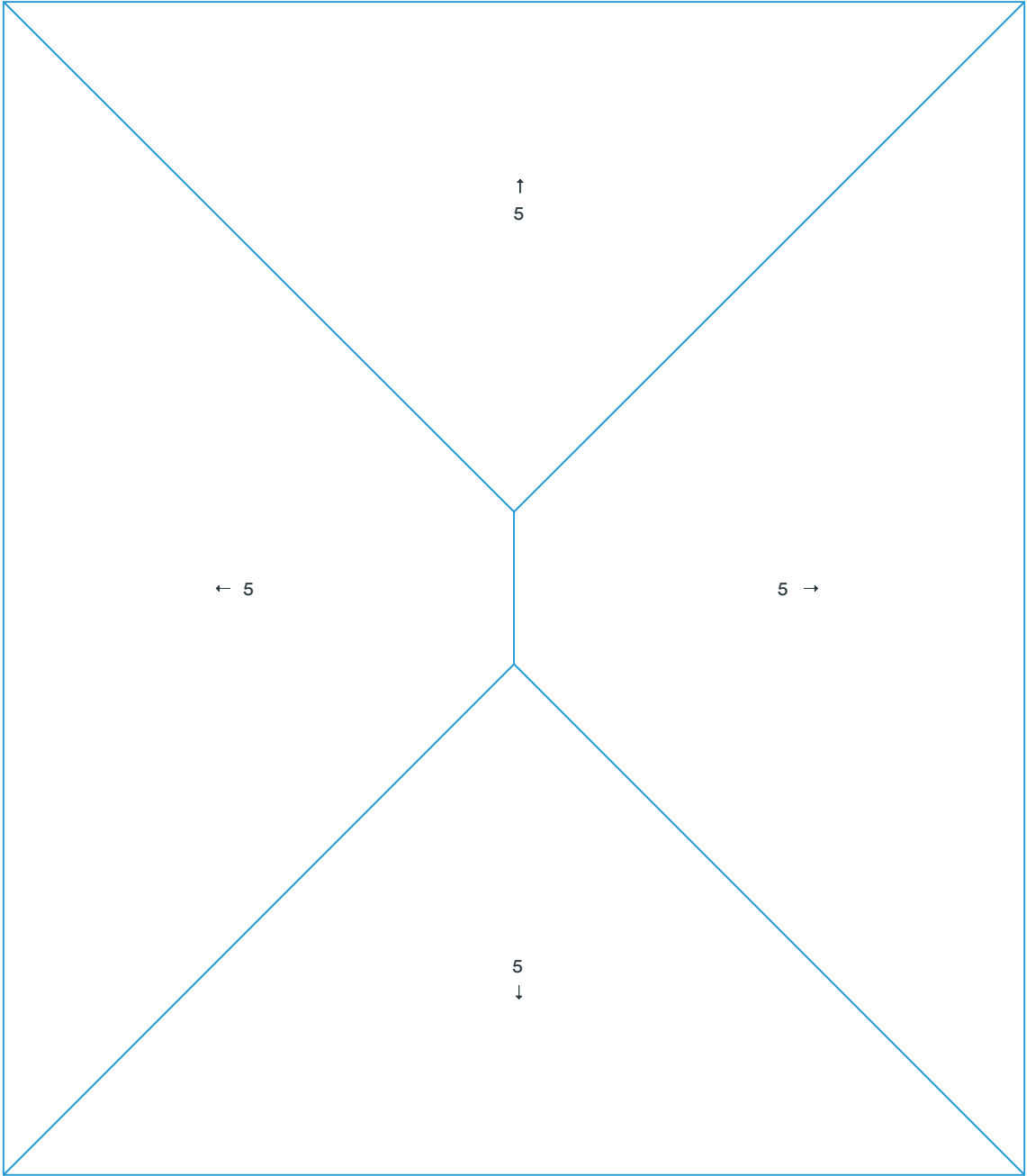
Unspecified pitch area: 0 sqft



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Pitch & direction measurement report

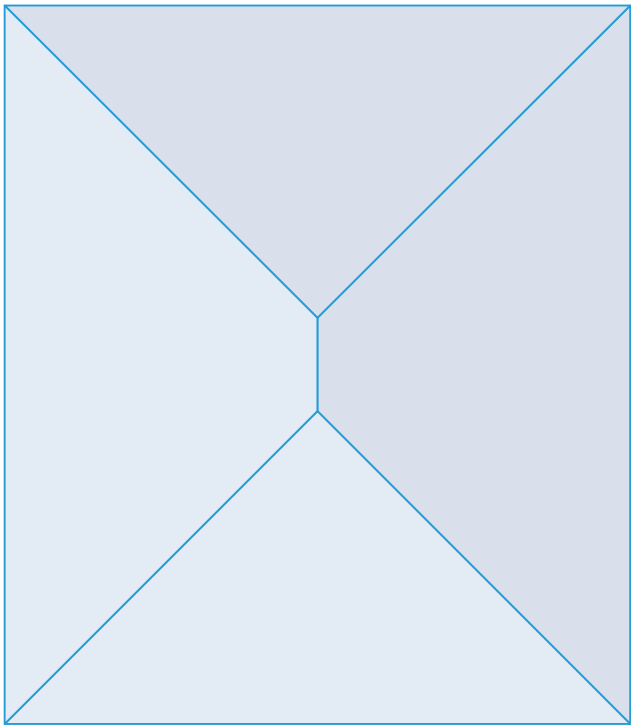
3818 Annunciation Street, New Orleans, LA 70115



Deleted facets are designated with a dashed line and do not have a pitch.

Report summary

3818 Annunciation Street, New Orleans, LA 70115



Measurements

Total roof area	2639 sqft
Total pitched area	2639 sqft
Total flat area	0 sqft
Total roof facets	4 facets
Predominant pitch	5/12
Total eaves	197ft 11in
Total valleys	0ft 0in
Total hips	135ft 9in
Total ridges	6ft 10in
Total rakes	0ft 0in
Total wall flashing	0ft 0in
Total step flashing	0ft 0in
Total transitions	0ft 0in
Total parapet wall	0ft 0in
Total unspecified	0ft 0in
Hips + ridges	142ft 8in
Eaves + rakes	197ft 11in

Pitch	5/12
-------	------

Area (sqft)	2,639
Squares	26.4

Recommended							
Waste %	0%	7%	10%	12%	15%	17%	20%
Pitched area (sqft)	2,639	2,824	2,903	2,956	3,035	3,088	3,167
Squares	26.4	28.3	29.1	29.6	30.4	30.9	31.7

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.). This report was prepared by Roofr. Copyright © 2026 Roofr.com | All rights reserved.

Material calculations

3818 Annunciation Street, New Orleans, LA 70115

Product	Unit	Waste (0%)	Waste (7%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		2,639 sqft	2,824 sqft	2,903 sqft	3,035 sqft
IKO - Cambridge	bundle	80	85	88	92
CertainTeed - Landmark	bundle	81	87	89	93
GAF - Timberline	bundle	81	87	89	93
Owens Corning - Duration	bundle	81	87	89	93
Atlas - Pristine	bundle	80	86	88	92
Starter (eaves + rakes)		198 ft	212 ft	218 ft	228 ft
IKO - Leading Edge Plus	bundle	2	2	2	2
CertainTeed - SwiftStart	bundle	2	2	2	2
GAF - Pro-Start	bundle	2	2	2	2
Owens Corning - Starter Strip	bundle	2	3	3	3
Atlas - Pro-Cut	bundle	2	2	2	2
Ice and Water (eaves + valleys + flashings)		198 ft	212 ft	218 ft	228 ft
IKO - StormShield	roll	4	4	4	4
CertainTeed - WinterGuard	roll	4	4	4	4
GAF - WeatherWatch	roll	3	4	4	4
Owens Corning - WeatherLock	roll	3	3	3	4
Atlas - Weathermaster	roll	4	4	4	4
Synthetic (total sqft; no laps)		2,639 sqft	2,824 sqft	2,903 sqft	3,035 sqft
IKO - Stormtite	roll	3	3	3	4
CertainTeed - RoofRunner	roll	3	3	3	4
GAF - Deck-Armor	roll	3	3	3	4
Owens Corning - RhinoRoof	roll	3	3	3	4
Atlas - Summit	roll	3	3	3	4
Capping (hips + ridges)		143 ft	153 ft	157 ft	165 ft
IKO - Hip and Ridge	bundle	4	4	4	5
CertainTeed - Shadow Ridge	bundle	5	6	6	6
GAF - Seal-A-Ridge	bundle	6	7	7	7
Owens Corning - DecoRidge	bundle	8	8	8	9
Atlas - Pro-Cut H&R	bundle	5	5	6	6
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	20	22	22	23

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).