

HOUSING AUTHORITY OF NEW ORLEANS

INVITATION FOR BIDS

FOR

**CORRECTIVE ROOF WORK
AT GUSTE SENIOR HIGH-RISE BUILDING**

IFB# 21-912-24

BID DUE DATE: TUESDAY, JUNE 1, 2021

2:00 P.M. CST

Prepared For:

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

ISSUE DATE: FRIDAY, MAY 7, 2021

**EVETTE HESTER
EXECUTIVE DIRECTOR**

**HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24**

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

Sealed bids for the Corrective Roof Work at the Guste Senior High-Rise Building will be received by the Housing Authority of New Orleans (HANO) in the Department of Procurement and Contracts until **2:00 p.m., CST on TUESDAY, JUNE 1, 2021**. All bids received by the due date and time will be publicly opened and read aloud.

In accordance with the State of Louisiana Executive Department Proclamation Number 75 JBE 2020, Section 1: State Procurement D) 9) and 10), "All Public Bid Openings shall be suspended. Bid openings will continue, however, public openings will not occur in order to limit the potential for exposure. Bid openings will be made available via phone conference or web conference". "All required Procurement Support Team meetings will be held via phone conference or web conference".

All bids received by the due date and time will be opened and read aloud via **Zoom Phone/Video Conference, on TUESDAY, JUNE 1, 2021, at 2:00 P.M.** A link to join the meeting via phone or video will be provided to all document holders and posted on the HANO website under "Active Solicitations", prior to the meeting.

A pre-bid conference will be held via **Zoom Phone/Video Conference, on FRIDAY, MAY 14, 2021, at 10:00 a.m.** followed by a site visit. Prospective bidders are encouraged to join the meeting and attend the site visit. The link to join the pre-bid meeting via Zoom Phone/Video Conference will be provided to all document holders, and posted on the HANO website under "Active Solicitations" prior to the pre-bid meeting. A site visit hosted by HANO's Project Manager will be held following the pre-bid meeting. Failure to attend the meeting or visit the site during the scheduled site visit shall be no defense in failure to perform the Work in accordance with the contract terms.

HANO continues to rely on the Center for Disease Control (CDC), the Louisiana Department of Health, and the City of New Orleans' COVID-19 protocols which requires the use of masks and social distancing. Contractors attending this site visit are urged to follow these guidelines.

Deliver **three (3)** complete sets (one original clearly marked or stamped "original", and **two (2)** copies) of the required submittals, in a **sealed** envelope or box clearly marked with the words "**Bid Documents**", to the Department of Procurement and Contracts at the following address:

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

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

Contractor's Name and Address
Project Name and IFB Number
Louisiana State Contractor's License Number
Date and Time bids are due

All prime bidders must present their company name, State of Louisiana Contractors License Number, company representative name, phone number, fax number and email address prior to receipt of bid documents and notification of addenda, if any.

Each bid shall be accompanied by a Bid Security for not more than five percent (5%) of the contract price of work to be done.

Bids submitted are subject to these Instructions and Supplemental Instructions to Bidders, General Conditions for Construction Contracts and Supplemental Conditions, Scope of Work and Drawings, and all other requirements contained herein, all of which are made a part of this Invitation for Bid by reference.

The Housing Authority of New Orleans reserves the right to reject any or all bids for just cause and to waive any informalities in the bidding if it is in the public interest to do so.

HOUSING AUTHORITY OF NEW ORLEANS

**EVETTE HESTER
EXECUTIVE DIRECTOR**

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 FOR
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 IFB #21-912-24**

INDEX OF SUBMITTAL DOCUMENTS

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

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

INDEX OF DOCUMENTS		
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED
LOUISIANA UNIFORM PUBLIC WORK BID FORM	√	√
BID BOND (SAMPLE FORM OF BID BOND IS INCLUDED)	All bids must be accompanied by a bid guarantee, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as an evidence of good faith of the bidder.	

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

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

The Housing Authority of New Orleans
Department of Procurement and Contracts

4100 Touro Street
New Orleans, LA 70122

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following supplements modify the "Instructions to Bidders for Contracts – Public and Indian Housing Programs" form HUD-5369.

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

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

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

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

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

3. Delete the following subparagraph (c):

Bidders must submit as part of their bid a completed HUD-5369, "Representations, Certifications, and other Statements of Bidders."

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

Deliver **three (3)** complete sets (one (1) original clearly marked or stamped "**original**," and two (2) copies) of the required submittals in a **sealed** envelope clearly marked with the words "**Bid Documents**," to the Procurement and Contracts Department at the following address:

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

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

Contractor's Name and Address
Project Name and IFB Number
State of Louisiana Contractor's License Number
Date and Time bids are due

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

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

(1) The successful bidder shall furnish completed Representations and Warranties as to Sales Tax on Applicable Materials and Equipment and State of Louisiana Department of Revenue Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity forms prior to execution of any contract under this solicitation. (Samples of these forms are included in the construction documents)

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

1. Rules, Regulations and Licensing Requirements

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

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

1. Add the following subparagraph to (a)

(1) Requests shall be forwarded in writing seven (7) calendar days before the bid due date and time to:

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

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

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

Amendments to Invitations for Bids will be on file in the Department of Procurement and Contracts at the Housing Authority of New Orleans, at least 72 hours before bid opening date and time.

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

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

The PHA/IHA will award contracts only to responsible prospective Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract, and will comply with HANO's Policy regarding Use of Criminal Background Checks in Employment Screening. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- | | |
|---|---|
| (1) Integrity | (5) Related project experience |
| (2) Compliance with public policy | (6) Skill |
| (3) Record of past performance | (7) Business judgment |
| (4) Financial and technical resources | (8) Reputation |
| (including construction and technical equip.) | (9) Quality of previous work on contracts |

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

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

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

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

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

To be considered for award, the lowest bidder must submit a statement or other documentation regarding any of the items in paragraph (a) above. Other documentation shall include, but not be limited to:

- (1) Representations, Certifications and Other Statements of Bidders
- (2) Non-Collusive Affidavit
- (3) Certification of Contractor Non-Exclusion
- (4) Statement of Bidders Qualifications
- (5) Section 3 Employment Action Plan
- (6) Section 3 Training Action Plan
- (7) Contracting Action Plan for Section 3/DBE/WBE
- (8) List of Core Employees
- (9) Contracting Schedule
- (10) Section 3 Employment and Training Schedule
- (11) Letter of Intent – Subcontractor Commitment Form
- (12) Statement of Understanding
- (13) Schedule of Values
- (14) Employee Verification Affidavit

Other documentation and information outlined above are required, including but not limited to the low bidder's attestation pursuant to R.S. 38:2212.10 and 2227, and shall be furnished by the low bidder within ten (10) days after the bid opening. Failure by the lowest bidder to submit the additional information within 10 days after the bid opening will render the bidder non-responsive and ineligible for contract award. At that time the next lowest bidder will be determined to be the bidder with the lowest bid, and will be required to submit other documentation and information within 10 days.

3. Delete Clause 12 from HUD Form 5369A - Representations, Certifications and Other Statements of Bidders Public and Indian Housing Programs, in its entirety. A Previous Participation Certificate will not be required.

Item #5: Bid Guarantee (applicable to construction and equipment contracts exceeding, \$25,000)

1. Add the following subparagraph:

A Sample Bid Bond form is provided in the bid documents. Bidders may submit their bid bond on forms provided by their surety company.

Item #6: Contract Award

1. Add the following paragraph as an additional paragraph (h)

Prior to execution of a contract companies/firms must be registered to do business in the State of Louisiana and must be active and in good standing. To register, go to www.sos.la.gov.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BLDG.
IFB #21-912-24

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, and facilities as required to perform, in a workmanlike manner, all work and services for the corrective roof work at Guste Senior High-Rise Building, all in strict accordance with the Bidding Documents prepared by: ECM Consultants, Inc. and dated: April 7, 2021.

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

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

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

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

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with 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 RS, 38:2218.A is attached to and made a part of this bid.

SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for _____

_____ Located at _____

(Identify project by number and brief description)

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

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

PRINCIPAL

SURETY

(Name and Seal)

(Attorney-in-Fact)

ATTEST: _____

ATTEST: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

STATE OF _____

CITY/COUNTY OF _____

_____ Being duly sworn deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that any other bidder, or to secure any advantage against the Housing Authority of New Orleans or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____

Notary Public

MY Commission Expires _____, 20_____.

**HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24**

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 a minimum of 10% ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in below 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.

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

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

(Print)

(Date)

(Signature)



Housing Authority of New Orleans

EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

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Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

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

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

Summary of Requirements

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

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

B. Definitions

Local Hire: Employee Residing within Orleans Parish.

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

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

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

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

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

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

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

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

Housing Authority (HA): Public Housing Agency

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

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

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

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

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

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

Section 3 Business Concern:

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

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

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

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

C. HANO Section 3 & DBE/WBE Policy Statements

i. **Section 3 Policy Statement**

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

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

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

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

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

ii. **DBE/WBE Policy Statement**

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

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

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

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

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

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

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

Section 3 Hiring Preference

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

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

Contracting Requirements

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

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

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

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

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

E. DBE/WBE Contract Requirements

Numerical Requirements

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

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

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

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

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

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

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

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

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

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

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

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

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

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

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

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

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

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

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

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

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

Determination of Compliance

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

Hiring:

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

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

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

B. DBE/WBE Certification

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

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

Contracting Procedures:

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

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

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

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

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

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

- Contracting Compliance Report

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

Contracting:

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

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

C. Reporting Open Positions

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

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

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

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

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

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

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

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

Part IV – Training Requirements

Training Requirements for Construction Contracts

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

Training Requirements for Non-Construction Contracts

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

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

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

Part V – Contracting and Compliance Forms



Housing Authority of New Orleans Section 3 Individual Verification Form

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

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

I, _____, residing at _____
(print name) (address)

_____ have a family size of _____ and my total
(city, state, zip code)

annual income for the prior calendar year (20__) was \$ _____ as is evidenced by the attached documentation.

HANO Client Status (Check ONLY One of the Following)

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

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

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

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

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

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

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

Signature _____ Date _____

Contact Phone: _____

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

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



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

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

Definitions:

Low-Income Person:

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

Very Low-Income Person:

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

New Hires:

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

Section 3 Resident:

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

Statement of Numerical Requirements and Order of Preference:

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

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



**Section 3 Individual Verification Form
(Part C)**

**ORLEANS PARISH, LOUISIANA
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2018**

Orleans Parish Median Income: \$65,600

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

Definition of Section 3 Resident:

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

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



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 EMPLOYMENT ACTION PLAN

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

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

Lined area for writing the Employment Action Plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 TRAINING ACTION PLAN

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

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

Lined area for writing the training action plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

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

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

Lined area for writing the contracting action plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS
CONTRACTING SCHEDULE

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

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

Summary:

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: _____ IFB# _____
Name of Prime Contractor

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

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

Name of Subcontractor _____
Description of Work to Be Performed by Subcontractor _____
Contract Value (inclusive of change orders) \$ _____
Term of Contract (include start and end dates) _____
Subcontractor Status (Section 3, DBE, WBE) _____

By: _____
Prime Contract Signature

Printed or Typed Name

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. _____

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

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

Bidder's/Offeror's Name

By: _____
Signature

Printed or Typed Name

Title: _____

Date: _____

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

Subscribed and sworn to _____ (Notary Public)
before me this _____ day of _____, 20____ (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 first business day of the month

Prime Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

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

Name: _____ Title: _____

Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

Employer Paid Training Report

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

Company Name: _____ Position: _____

Type of Training: _____

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

Employer Name: _____ Date: _____

Title: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Section 3 Manhour Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____ 20_____

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

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

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: _____

Total Number of Manhours Worked by Section 3 Employees: _____

Total Percentage of Manhours Worked by Section 3 Employees: _____

Name: _____

Title: _____

Date: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Contracting Compliance Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

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

Report for month of: _____ 20_____

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

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

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

Total Amount Paid to Contractor by HANO:

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

Total Amount Paid by Contractor to Section 3 Business Concerns:

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

Total Amount Paid by Contractor to DBEs:

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

Total Amount Paid by Contractor to WBEs:

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

Name: _____

Title: _____

Date: _____



Section 3 Employment and Training Assessment

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

Personal Information

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Alt. Telephone _____

Current Age _____ Date of Birth _____

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

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

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

If Yes, Name of Head of Household _____

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

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

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College _____

College _____ List Degree _____ Year Completed _____

Name of last School Attend _____ City _____ State _____

Last Year Attended _____

Employment

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

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

3. Current Job Title _____ Hourly Rate _____

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

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

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

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

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

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

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

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

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

II. Comments

**HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24**

EMPLOYEE VERIFICATION AFFIDAVIT

(Employer)

STATE OF _____

CITY/COUNTY OF _____

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS
 INVITATION FOR BIDS
 FOR
 CORRECTIVE ROOF WORK AT
 GUSTE SENIOR HIGH-RISE BUILDING
 IFB #21-912-24**

STATEMENT OF BIDDER'S/OFFEROR'S QUALIFICATIONS

This form must be submitted in accordance with the instructions and/or Supplemental Instructions contained herein. 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
1.	Has the Bidder/Offeror has successfully completed three similar projects within the past five years?		
2.	Over the past five years, has the Bidder/Offeror completed all of their projects within the contract time frame and budget?		
3.	Over the past five years, has the Bidder/Offeror been Terminated for Default by any public entity?		
4.	Over the past five years, has the Bidder/Offeror ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
5.	Over the past five years, has the Bidder/Offeror 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:
-------------------------	----------------------------	--------------

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. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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 135. 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. 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.

Clause		Page	Clause		Page
1	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
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7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
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11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
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14	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
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16	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
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20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
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23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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, 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

- (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 Schedule

- (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 of the work, and that it has investigated and satisfied itself 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 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 Construction

- (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 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 Construction

- (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 120 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

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

- (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 accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress 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 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 \$ 316.00 [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 Convenience

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

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]

* SEE SUPPLEMENTAL CONDITIONS

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ ~~500,000~~

* See Supplemental Conditions per occurrence.

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

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

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

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

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

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of 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 Acts

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

**HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24**

SUPPLEMENTAL CONDITIONS

The following supplements and/or modifies the "General Conditions for Construction Contracts – Public Housing Programs" form HUD-5370.

Clause 2 – Contractor's Responsibility for Work

1. Delete the second sentence paragraph (a) in its entirety and insert the following:
2. The Contractor may use the building's water and power for the purpose of performing the Work. The Contractor shall bear the cost of all fees, permits, etc. in association with the Work.
3. Add the following paragraph as an additional paragraph (i):
 - i. Upon award of a contract, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the PHA.

Clause 7 – Site Investigation and Conditions Affecting the Work

1. Add the following subparagraph to (a):

The Contractor and the Owner shall use the latest data available from the National Weather Service, as of the date of release of the Invitation for Bids, from which to assess typical weather conditions for New Orleans. The contractor shall anticipate the typical weather as specified by the National Weather Service data for schedule and work planning for this contract. The Owner will only consider requests for additional contract time related to severe or unusual weather when the Contractor can clearly document (i) weather conditions more severe than typical weather for New Orleans as specified and supported by National Weather Service data, (ii) the unusually severe weather, in fact, prevented the Contractor from performing scheduled work, and (iii) work not able to be performed was work in the critical path of the approved construction progress schedule.

Clause 8 – Differing Site Conditions

1. In paragraph (b), the third sentence, delete “ten days” and insert “five (5) days”.

Clause 12 – Permits and Codes

1. Delete the last sentence of subparagraph (b) in its entirety.

Clause 15 – Availability and Use of Utility Services

1. Delete subparagraph (a) in its entirety.

Clause 16 – Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

1. In paragraph (a), delete the following: “, and which do not unreasonably interfere with the work required under this contract”.

Insert the following sentence:

“Tree protection shall be installed and maintained as required by the Department of Parks and Parkways, City of New Orleans. The Contractor shall indemnify and hold harmless the Owner from any and all damages to existing resulting trees from the activities of the Contractor and/or its subcontractors.

Clause 20 – Inspection and Acceptance of Construction

1. Add the following paragraph as an additional paragraph (k):

(k) The Contractor shall file the Certificate of Substantial Completion in Orleans Parish at the Office of the Recorder of Mortgages.

Clause 27 – Payments

1. Add the following additional paragraph (d) (1)

Subcontractor Payments: Contractor shall make payments to its subcontractors, and suppliers within thirty (30) days following the contractors' receipt of each owner payment, unless otherwise agreed to in writing. Further, whenever a subcontractor receives payment from the contractor, the subcontractor shall promptly pay such monies received to each sub-subcontractor and supplier in proportion to the work completed. If for any reason the contractor receives less than the full payment from the owner, then the contractor shall be obligated to disperse only the funds received on a prorated basis to the contractor, subcontractors, and suppliers.

2. Add the following paragraph as an additional paragraph (l):

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

- (1) Contractor Invoice
- (2) Contractor Payment Certification
- (3) HUD-51000 Schedule of Amounts for Contract Payments

- (4) HUD-51001 Periodic Estimate for Partial Payment
- (5) HUD-51002 Schedule of Change Orders
- (6) HUD-51003 Schedule of Materials Stored
- (7) HUD-51004 Summary of Materials Stored
- (8) Contractor Partial Waiver and Release of Lien
- (9) Subcontractor/ Supplier List
- (10) Subcontractor Partial Waiver and Release of Lien
- (11) Project Schedule
- (12) Davis Bacon Payroll Reports
- (13) Employment, Training, & Contracting forms as listed in Clause 40 below

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

3. Add the following paragraph as an additional paragraph (m):

- (m) Contractor shall not pay any state or local sales or state or local use taxes on materials and equipment which are affixed and made a part of the real estate of the project or work or which is permanently incorporated into the project or work (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of the ("Owner"), a tax exempt agency of the State of Louisiana.

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

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

4. Add the following paragraph as an additional paragraph (n):

- (n) 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.**

5. Add the following paragraph as an additional paragraph (o):

(o) The Contractor shall file the Form of Contract (Agreement between the Housing Authority of New Orleans and Contractor) and Payment and Performance Bond in Orleans Parish at the Office of the Recorder of Mortgages and shall provide written documentation of the contract recordation within 30 days of commencement of the work to be done and prior to the submission of the first payment application. The Contractor shall not receive any portion of the first payment application until the requirement is satisfied.

6. Add the following paragraph as an additional paragraph (p):

(p) The Contractor shall file each change order with the Orleans Parish at the Office of the Recorder of Mortgages which adds an amount of ten percent or more of the original contract amount and which additional amount is at least ten thousand dollars, or all change orders to a contract aggregating to an amount of twenty percent or more of the original contract amount and which additional amount is at least ten thousand dollars.

Clause 29 – Changes

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

(i) Indirect costs shall not exceed eight-percent (8%) of the Direct Costs.

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

(i) Profit on changes shall not exceed six-percent (6%) of Direct Costs.

3. Add the following subparagraph 4:

Change Orders must include all direct costs such as labor, material, job overhead, and profit markup and cost for modifications or changes in the sequence of work to be performed, delays, rescheduling, disruptions, extended direct, or general overhead, acceleration, material or other escalation, which includes wages and other impact costs.

Any adjustment in the Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due or owed the Contractor for the Work or changes defined in the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments include the cost and time adjustments for all work contained in the Change Order, including costs and time adjustments associated with extended overheads, and cumulative impacts or ripple effect on all other non-affected Work under the contract. By signing a change order the Contractor constitutes full and mutual accord and satisfaction, any adjustment in contract price and/or time as a result of an increase or decrease in costs and time of performance

caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of a waiver constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract and that the Contractor waives all rights to file a claim on this Change Order after it is properly executed.

Clause 33 – Liquidated Damages

1. Add the following paragraph as an additional paragraph (d):

- (d) If the Contractor fails to properly complete the punch list items within forty-five (45) days of the issuance of the Certificate of Substantial Completion, liquidated damages shall be assessed beginning with the forty-sixth day.

Clause 36 – Insurance

1. Delete subparagraphs (a)(1) through (a)(3). Add the following:

A. WORKER'S COMPENSATION/EMPLOYERS LIABILITY

Statutory Benefits for State of Hire

Employer's Liability - \$500,000

Alternate Employer Endorsement, OCS Endorsement

Voluntary Compensation Endorsement

B. COMPREHENSIVE AUTO LIABILITY (if applicable)

BI & PD limits of \$1,000,000 (Combined Single Limit)

Uninsured Motorist \$1,000,000

Medical Payments \$5,000

Thirty (30) Days Written Notice of Cancellation Coverage

Include owned, non-owned and hired vehicles

C. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage limits of \$1,000,000 (Combined Single Limit)

Products/Completed Operations limits of \$1,000,000 per occurrence

General Aggregate limit of \$1,000,000

Personal and Advertising Limits of \$1,000,000 Aggregate

Fire Legal Liability \$100,000

Medical Payments of \$5,000 per person

CGL coverage must include the following:

Premises/Operations

Independent Contractors

Blanket Contractual covering all indemnities set forth in the agreement

Broad Form Property Damage

D. UMBRELLA LIABILITIES

\$2,000,000 excess of Primary Coverage set forth in A through C above

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

2. Add the following sentence to paragraph (b):

Contractor shall furnish or have his insurer furnish a Certificate (or Certificates) of Insurance evidencing such coverage and providing that The Housing Authority of New Orleans and its subsidiaries shall be given thirty (30) days advance written notice of any material changes in or cancellation of said policies. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A-rating.

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

1. Add the following paragraph as an additional paragraph (h):

(h) The following Employment, Training, and Contracting forms are due on the 1st of each month during the contract period. Failure to submit these documents will result in the return of invoices for payment to the Contractor with no penalty to the Owner.

- a. Core Employee List Subcontractors/Copies of New Subcontracts
- b. Section 3 Employment and Training Compliance Reports
- c. Section 3 Manhour Report
- d. Contracting Compliance Report
- e. Section 3 Income Verification Form
- f. Employer Paid Training Report

2. Add the following as an additional paragraph (i):

(i) All HANO contractors and subcontractors are required to report any and all job openings in connection with meeting any obligations under this Contract on the website crescentcityjobmatch.com within one (1) business day of such job openings coming into existence. Non-compliance with this requirement may result in sanctions, termination of this Contract for default and/or debarment or suspension from future HANO contracts pursuant to Clause 40 of HUD Form 5370, General Conditions for Construction Contracts.

Clause 46 – Labor Standards Davis Bacon and Related Acts

1. Add the following paragraph as an additional paragraph © (2) (vi):

(vi) Payroll Reports with “1099” for worker deductions must be accompanied by the proper documentation of the worker’s status as independent contractor, including but not limited to: copy of the independent contractor’s business license, copy of the written agreement between contractor and independent subcontractor; evidence of worker’s compensation insurance and all other applicable insurances. Issues may be referred to LA Workforce Commission and/or Department of Labor to ensure proper classification of workers.

Indemnification

The successful Contractor 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 Contractor its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Contractor 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 shall, at its option and at its expense, participate in the defense of any suit, without relieving the successful Contractor 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.

Ethics Policy

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

Contractor Status

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

Advertising

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

Media Relations

The awarded 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 Executive Director and to the Director of Communications.

Drug Free Workplace

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

[END OF SUPPLEMENTAL CONDITIONS

4/26/2021

~~General Decision Number: LA20210041 01/08/2021~~

Superseded General Decision Number: LA20200041

State: Louisiana

Construction Type: ~~Building~~

County: Orleans County in Louisiana.

~~BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).~~

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021

ASBE0053-001 09/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.69	9.28

ELEC0130-010 11/30/2020

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring).....	\$ 31.65	13.13

* ELEV0016-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.31	35.825+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

 ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 23.46	8.35
CRANE PREMIUMS:		
50-150 Tons	\$1.75	
Over 150 Tons	\$2.25	

 IRON0058-007 06/01/2017

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 20.95	9.14

 PAIN1244-006 09/01/2020

	Rates	Fringes
GLAZIER.....	\$ 21.90	10.54

 PAIN1244-013 11/01/2019

	Rates	Fringes
PAINTER: Spray Only (Excludes Drywall Finishing/Taping).....	\$ 18.83	8.68

 PLAS0567-001 08/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.74	7.62

 PLUM0060-009 12/07/2020

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 29.80	13.29
PLUMBER (Installation of HVAC Temperature Controls; Excluding HVAC Pipe and Unit Installation).....	\$ 29.80	13.29

 SHEE0214-010 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including		

HVAC Duct Installation).....\$ 26.71 11.93

SULA2012-026 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.66	0.00
CARPENTER (Form Work Only).....	\$ 15.00	0.00
CARPENTER, Excludes Drywall Hanging and Metal Stud Installation, and Form Work.....	\$ 19.37	2.46
DRYWALL FINISHER/TAPER.....	\$ 16.55	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.21	4.90
LABORER: Common or General.....	\$ 13.09	0.00
LABORER: Mason Tender - Brick...\$	12.38	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.92	0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 17.25	0.00
ROOFER.....	\$ 16.77	5.66
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.08	5.79
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

SAMPLE CONTRACT

AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF NEW ORLEANS
AND

THIS AGREEMENT , made this __ day of _____, in the year of Two Thousand Sixteen by and between "**HOUSING AUTHORITY OF NEW ORLEANS**", a public body, corporate and politic, created pursuant to the Louisiana Housing Authorities Law of the State of Louisiana, (hereinafter called the "**Local Authority**") and " _____ " (hereinafter called the "**Contractor**").

WITNESSETH: That the Contractor and the Local Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, labor, equipment, and services, and perform and complete all work required, all in strict accordance with:

HOUSING AUTHORITY OF NEW ORLEANS
INVITATION FOR BIDS
FOR
CORRECTIVE ROOF WORK AT
GUSTE SENIOR HIGH-RISE BUILDING
IFB #21-912-24

and Addenda thereto, numbered and dated as:

ADDENDUM NUMBER
ADDENDUM NUMBER
ADDENDUM NUMBER
ADDENDUM NUMBER

with said Specifications, Addenda and Drawings incorporated herein by reference, and made a part hereof.

ARTICLE 2. 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 all work under the Contract within _____ consecutive calendar days, beginning on and including the date of "Notice to Proceed". The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance" of the work.

ARTICLE 3. LIQUIDATED DAMAGES. The Liquidated Damages for delay in completion pursuant to the Special Conditions of the Contract, shall be _____ per calendar day of delay until the work is completed and accepted by the owner.

ARTICLE 4. THE CONTRACT PRICE. The Contractor shall complete all work under the base bid for a lump sum firm fixed price of _____ (\$ _____), in strict accordance with the Specifications.

ARTICLE 5. CONTRACT DOCUMENTS. The Contract shall consist of the following component parts:

- A. This Agreement
- B. General Conditions
- C. Supplemental Conditions
- D. IFB #21-912-24
- E. Addenda, if any
- F. Bid Submittals

This Agreement, together with the other documents enumerated in this Article 6, with said other documents are fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of any other component part first enumerated in this Article 6 shall govern except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused The Agreement to be executed in quintuplicate original counterparts as of the day and year written.

ATTEST:

CONTRACTOR NAME

By: _____

Title:

Date: _____

BUSINESS ADDRESS:

ATTEST:

HOUSING AUTHORITY OF NEW ORLEANS

Evette Hester

Title: Executive Director

Date: _____

HANO LEGAL DEPARTMENT

PERFORMANCE AND PAYMENT BOND (OR BONDS)

SAMPLE

CITY OF: _____ STATE OF: LOUISIANA
PARISH OF: _____ PROJECT NO: _____

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

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

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

_____ (\$ _____)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,

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

NOW, THEREFORE, if the said principal shall well and truly in good sufficient and workmanlike manner, faithfully perform said Contract and Agreement, and shall and will in all respects duly and faithfully perform all and singular the covenant-conditions and agreements in and by said Contract agreed and covenanted by the said Principal, to be observed and performed and according to the true intent and meaning of said Contract, Plans and Specifications thereunder perform and complete the work required, and shall defend, indemnify and save harmless said Local Authority against all damages, claims, demands, expenses, and charges of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason of said Contract and the work thereunder required of said Principal or arising from any act, omission or neglect of said

Principal, his agents, or employees with relation to said work and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver to the said Local Authority completed and ready for occupancy or operation and free from all liens, encumbrances, or claims for labor, materials or otherwise, during the original term of same, as well as during any period of extension of said Contract that may be granted on the part of the Local Authority; and shall promptly well and truly make payment to persons, firms, corporations, subcontractors, workmen, 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 \$ _____

SAMPLE

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

Contract #: 21-912-24

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

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

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

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

Contractor's Representations and Warranties

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

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

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

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

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

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

Contractor now signs below:

Contractor:

Date: _____

Date: _____



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

HOUSING AUTHORITY OF NEW ORLEANS

Legal Name of Governmental Entity

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

Name of Contractor		
Address		
City	State	ZIP

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

Construction Project CORRECTIVE ROOF WORK AT GUSTE SENIOR HIGH-RISE BUILDING	Contract Number 21-912-24
--	-------------------------------------

This designation and acceptance of agency is effective for the period

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

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

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

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

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

PROJECT MANUAL

FOR

CORRECTIVE ROOF WORK

AT

**GUSTE SENIOR HIGH-RISE BUILDING
1301 SIMON BOLIVAR AVENUE
NEW ORLEANS, LOUISIANA**

HANO

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

Evette Hester – Executive Director

IFB #21-912-24

ECM Project No. 19425.06



Housing Authority of New Orleans

Prepared by:

ECM Consultants, Inc.

Engineers – Architects – Construction Managers

1301 Clearview Pkwy, Suite 200, Metairie, Louisiana 70001

Telephone (504) 886-4080 Email: mail@ecmconsultants.com Fax (504) 885-1439

ECM Project No. 19425.06

April 7, 2021

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PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY OF EXISTING CONDITIONS

The twelve-story Guste Senior Housing facility has a water retention problem at the existing roof. The existing roof consists of four similar wings with a covered central core between the four wings. The existing PVC roofing holds an excessive amount of water for long periods of time.

1.3 SCOPE OF WORK

The intent of this project is to provide a fluid-applied roofing membrane in thicknesses required to move water to the existing roof drains. The central core also hold water and will receive the application on the fluid-applied roofing membrane at this location as well.

There will be a water line extended up to the roof level to install a hose-bibb at the central core. This hose-bibb shall be installed and functioning before the roof work can begin.

1.4 GENERAL

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer.
- B. The Contractor shall perform the work completed, in place, and ready for continuous service and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.
- D. Protect all existing work from damage. It is intended that any existing work in place shall be repaired to original condition if damaged by work of this Contract at the Contractor's expense.
- E. Contractor shall verify all field and job conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E seven (7) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.

- F. The word "provide" as used in these specifications and on the drawings will be termed to mean "furnish and install".
- G. Visit and examine the job site with all authorities having jurisdiction concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections.
- H. All work shall be performed in a neat and workmanlike manner and in accordance with all codes, standards, and requirements of the industry.
- I. Check all specifications and all drawings and bring to attention any and all conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and / or labor for construction of work specified herein and shown on drawings.
- K. The Contractor shall pay for all taxes (except sales tax), license, and permits required for execution of the work.
- L. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, consult the A/E before submission of a proposal.
- M. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, the A/E shall be consulted prior to submission of a proposal. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.5 CONTRACT

Construct work under single fixed price (lump sum) contract.

1.6 WORK SEQUENCE

- A. Contractor shall adhere to the stipulated work sequences listed in the drawings. The Contractor shall provide a schedule of the work sequences to the Owner and the A/E for review. All work to be performed during normal work hours as agreed by HANO and the Guste Maintenance department.

1.7 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract documents, and the Owner.
- B. Do not unreasonably encumber the site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products which interfere with operation of Owner.
- C. Do not load structures with weight that will endanger structure.

- D. Use of site – Limit use of site of work and storage. Coordinate parking areas, materials delivery, and storage areas at site with the Owner.
- E. In no case shall the work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the conditions of the contract and regulatory of the contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations to ensure the least inconvenience to the residents and general public.

1.8 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other contractors, Owner's use, and public use as applicable.
- B. Coordinate use of work site under the direction of A/E.
- C. Assume full responsibility for the protection and safekeeping of products under this contract, stored on site.
- D. Move any stored products under Contractor's control which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operation.

1.9 CONTRACTOR'S QUALIFICATIONS

The contractor bidding this work must be fully experienced in the application of fluid-applied roofing and be acceptable to the manufacture of the roof system. By submitting a bid, he acknowledges that he fully understands the scope of work and design and has the ability, to complete the project as per plans, specifications, for the contract price.

1.10 SITE ACCESS AND COMPLETION OF WORK

The Contractor shall have access to the site after issuance of notice to proceed. However, the Contractor shall adhere to the restrictions for access, parking, storage, etc. stipulated by the Owner.

END OF SECTION

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

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

1.3 DESCRIPTION

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

- A. Make its several parts fit together properly.
- B. Remove designated portions of the existing building as required to make the installation of the indicated items fit correctly.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract documents.
- E. Remove samples of installed work as specified for testing.
- F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.4 SUBMITTALS

- A. Submit a written request to A/E three (3) working days in advance of executing any cutting or alteration which affects:
 - 1. The structural value or integrity of any element of the Project.
 - 2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

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

PART 2 - PRODUCTS

2.1 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

- B. After uncovering work, inspect the conditions affecting the installation of products or performance of the work.
- C. Report unsatisfactory or questionable conditions to the A/E in writing; do not proceed with the work until the A/E has provided further instructions.

3.2 PREPARATION

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

3.3 PERFORMANCE

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

- G. Contractor shall maintain the integrity of the building envelope at all times to ensure that there is no water intrusion into the building.

END OF SECTION

SECTION 01340 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Submit to the A/E shop drawings, product data, and samples required by specification sections.
- B. Prepare and submit, with construction schedule, a separate schedule listing the dates for submission and date reviewed shop drawings, product data, and samples which will be needed for each product.
- C. The A/E reserves the right to request and receive additional, more detailed, information on Shop Drawings, Product Data and Samples in cases where the A/E determines that submittals are incomplete.
- D. Reproducible prints made from contract documents are not acceptable.

1.3 DELIVERY

- A. All Shop Drawings, Product Data and Samples of materials and equipment which do require A/E selection and Owner approval of colors, textures, patterns, and finishes are required to be delivered to the A/E by the Contractor not later than thirty (30) days prior to dates that final favorably reviewed submittals will be needed by the Contractor.
- B. Timely deliveries for first and resubmissions shall be the responsibility of the Contractor, including distribution of Shop Drawings, Product Data and Samples to all parties requiring same.
- C. Notwithstanding the date by which date the Contractor desires to possess final, favorably reviewed Shop Drawings, Product Data and Samples of materials and equipment, the Contractor is required to deliver to the A/E, all first submittals of such Shop Drawings, Product Data and Samples, within thirty (30) calendar days from the Notice to Proceed.

1.4 SUBMITTALS

A. General:

1. Each submittal shall be complete with a "Submittal Data" sheet completely filled out

with all requested information including the General Contractor's stamp. A sample "Submittal Data" sheet is included at the end of this section.

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

B. Shop Drawings:

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

C. Sheet Size:

1. Submit Shop Drawings on sheets 30" x 42" or 24" x 36".
2. HANO copy of approved shop drawings shall be on 11"x17" and in PDF on flash 23 drives(s)(3 flash drives total). Flash drive(s) shall be labeled: GUSTE HIGH-

RISE CORRECTIVE ROOF WORK - SHOP DRAWINGS.

1.5 MANUFACTURER'S LITERATURE, PRODUCT DATA

- A. Manufacturer's standard schematic drawings.
 - 1. Modify drawings to delete information to provide additional information applicable to project.
 - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products, or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and control.

1.6 SAMPLES

Physical examples to illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.

- A. Office samples – Must be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color samples.
- B. Field samples and mock-ups.
 - 1. Erect at project site at location acceptable to A/E.
 - 2. Construct each sample or mock-up complete, including work of all trades required in finished work.

1.7 CONTRACTOR'S RESPONSIBILITIES

- A. Prior to submitting Shop Drawings, Product Data and Samples, the Contractor shall, thoroughly review all submittals in details and approve, only if so merited

Shop Drawings, Product Data and Samples, prior to submitting same to the A/E. If the Contractor's detailed review is unfavorable, he shall return shop Drawings, Product Data and Samples to their originators for correction(s) and resubmittal prior to submittal to the A/E. Only Shop Drawings, Product Data and Samples receiving approval by the Contractor shall be submitted to the A/E.

- B. Verify field measurements, field construction criteria, catalog numbers, and similar data.
- C. Coordinate each submittal with requirements of work and of contract documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by A/E's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of contract documents is not relieved by A/E's review of submittals, unless A/E gives written acceptance of specific deviations.
- F. Notify A/E, in writing at the time of submission, of deviations in submittals from requirements of contract documents.
- G. Begin no work, on any item requiring submittal approval, until that submittal has been returned to the Contractor as being reviewed and acceptable.
- H. After A/E's review, distribute copies.
- I. Contractor shall direct specific attention, in writing, to the A/E of the failure to received reviewed submittals after a reasonable time and shall denote consequences of an excessive review period with regard to the progress of work.

1.8 SUBMISSION REQUIREMENT

- A. Schedule submissions at least 15 days before dates reviewed submittals will be needed unless otherwise noted differently (see 1.3 – A for example).
- B. Shop drawings –Five (5) opaque prints of shop drawings.
- C. Manufacturer's literature – Number of copies of product data, which Contractor requires for distribution plus 3 copies, which will be retained by A/E.
- D. Submit number of samples specified in each of the specification sections.
- E. Accompany submittals with transmittal letter containing date, project title and number, Contractor's name and address, the number of each shop drawing, project datum, and sample submitted, notification of deviations from contract documents, and other pertinent data.

F. Submittals shall include:

1. Date and revision dates.
2. Project title, A/E project number, and Owner's project number, if any.
3. The names of A/E, Contractor, Subcontractor, Supplier and Manufacturer.
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field dimensions, clearly identified as such.
7. Applicable standards, such as ASTM number of federal specification.
8. A blank space, 6" x 6", for the A/E's stamp.
9. Identification of deviations from contract documents.
10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with contract documents.
11. Applicable standards such as ASTM number of federal specification number.

1.9 RESUBMISSION REQUIREMENTS

- A. Shop drawings – Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on drawings and changes, which have been made other than those, requested by A/E.
- B. Project data and samples – Submit new datum and samples as required for initial submittal.
- C. Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by A/E have been taken into account. In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor should reimburse Owner for the charges of A/E for review of the additional resubmission.

- D. Any need for more than one resubmission or any other delay in obtaining A/E's review of submittals will not entitle Contractor to an extension of the contract time unless delay of the work is directly caused by a change in the work authorized by a change order or by failure of A/E to return any submittal within a reasonable time after its receipt in A/E's office.
- E. When the drawings and data are returned marked "Submit Specified Item", the Contractor shall do so. When the drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the A/E and five corrected copies (or one corrected reproducible copy) resubmitted.

1.10 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of shop drawings and project datum, which carry A/E, stamp to:
 - 1. Contractor's file
 - 2. Job site file
 - 3. Record documents file
 - 4. Subcontractors
 - 5. Supplier or fabricator
 - 6. Other affected contractors
 - 7. Provide Owner with an electronic copy of all approved submittals.
- B. Distribute samples as directed.

1.11 A/E'S DUTIES

- A. Review submittals with reasonable promptness.
- B. Review for design concept of project and information given in contract documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying to review of submittal.
- E. A/E's review of drawings and data submitted by Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions, which affect the layout. A/E's review does not indicate a thorough

review of all dimensions, quantities, and details of the material, equipment, device, or item shown. A/E's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, nor responsibility for compliance with the contract documents.

END OF SECTION

SECTION 01370 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUBMITTAL

- A. Prior to the date of the Pre-construction meeting, the Contractor shall submit to A/E a Schedule of Values for review by A/E, allocating a dollar value for activities on the construction schedule.

1.2 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. The dollar value for the activity shall be the cost of the work including labor, materials, and pro rata contribution of his general condition requirements, overhead, and profit.
- B. The sum of all activity costs shall equal the total contract amount.
- C. Each activity cost for the Schedule of Values shall be coded with a cost code corresponding to the trade, subcontractor, or supplier performing the work so that subtotals for each division of the work can be prepared.
- D. The Schedule of Values shall, in the best judgment of the Contractor, represent a fair, reasonable, and equitable dollar (cost) allocation for activities on the construction schedule.
- E. The Schedule of Values, unless objected to by the A/E or Owner, shall be used as a basis for the Contractors' pay request.
- F. The Schedule of Values shall be provided in the level of detail as required by the Owner.
- G. The final Schedule of Values must be submitted to A/E and Owner a minimum of ten (10) business days prior to the submittal of the first Applications for Payment.

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 MATERIAL AND EQUIPMENT INCORPORATED INTO THE WORK

- A. Materials and equipment shall be new except where otherwise indicated, of the best quality, with the same brand of manufacturer for all similar material.
- B. Conform to applicable specifications and standards.
- C. Comply with size, make, type, and quality specified, or as specifically approved in writing by the A/E.
- D. Manufactured and fabricated products:
 - 1. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - 3. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- E. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.3 MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two (2) copies to A/E. Maintain one (1) set of complete instructions at the job site during installation and until completion.

- B. Handle installs, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with A/E for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by contract documents.

1.4 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.5 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-proof enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior storage:
 - 1. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings to provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.
- D. Protection after installation - Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.6 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Products list - Within five (5) days after contract date, submit to A/E a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.
- B. Contractor's options:
 - 1. For products specified only by reference standard, select any product meeting that standard.
 - 2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which comply with the specifications.
 - 3. For products specified by naming one (1) or more products or manufacturers and "or approved equal," Contractor must submit a request for prior approval seven (7) day calendar days prior to bid date for substitutions for any product or manufacturer not specifically named.
- C. Substitutions:
 - 1. Substitutions are only allowed by approval seven (7) calendar days prior to bid date or as may be stipulated in the Instructions to Bidders or Supplementary Conditions.
 - 2. If a product that is specified becomes unavailable due to no fault of the Contractor, an item that has been approved prior to bid date may be substituted.
 - 3. If prior approved items are unavailable or if no prior approval exists for the unavailable item, the A/E will consider written requests from Contractor for substitution of products.
 - 4. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

- a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comprising the proposed substitution with the product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service and source of replacement materials.
- D. Contractor's representation - A request for a substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the product specified.
 3. Will coordinate the installation of an accepted substitution into the work and make such other changes as may be required to make the work complete in all respects.
 4. Waives all claims for additional costs under his responsibility, which may subsequently become apparent.
- E. A/E will review requests for substitutions with reasonable promptness and notify Contractor in writing of the decision to accept or reject the requested substitution.

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

A. Work Included in This Section:

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

1.2 RELATED WORK:

- A. Division 0 – General Conditions of the Contract
- B. Division 0 – HUD General Conditions (Form 5370) and Supplemental Conditions
- C. Division 0 – Supplemental Conditions
- D. Section 01340 – Shop Drawings, Product Data and Samples

1.3 SUBSTANTIAL COMPLETION

A. General:

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

B. Forms:

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

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

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

2. Advise Owner of pending insurance change-over requirements and submit consent of surety.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
5. Deliver tools, spare parts, extra stock, and similar items.
6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
7. Remove temporary facilities, construction equipment and temporary services. Restore disturbed items to original condition or better.
8. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
9. Contractor is required to file the Certificate of Substantial Completion with the Orleans Parish Recorder of Mortgages.
10. Submit all Final Inspections Certificates along with a Use and Occupancy Certificate.
11. Submit Consent of Surety to Final Payment (AIA G707).

D. Re-inspection Procedure:

1. In the event that more than the two inspections by the Architect described above are made necessary by the failure of the General Contractor to complete the Work, or to complete or correct items identified on the list of such items, the General Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.

1.4 FINAL ACCEPTANCE:

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

B. Preliminary Procedures:

1. Before requesting final inspection for final payment, complete the following (list exceptions in the request):
 - a. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for

acceptance (by initialing each individual item), and the list has been endorsed and dated by the Architect

- b. Submit record drawings, maintenance manuals, final project photographs, and similar final record information
- c. Submit Consent of Surety to Final Payment (AIA G707)
- d. Submit evidence of final, continuing insurance coverage complying with insurance requirements
- e. Guarantees, Warranties and Bonds
- f. Spare parts and Maintenance Materials
- g. Certificate of Insurance for Products and Completed Operations
- h. Certificate of Occupancy, if required
- i. All remnants required by the Contract Documents
- j. Any other items as required by the Architect and/ or Owner
- k. Clear L&P Certificate

1.5 RECORD DOCUMENT SUBMITTALS:

A. General:

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

B. Record Drawings:

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

C. Record Specifications:

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

D. Shop Drawings:

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

E. Miscellaneous Record Submittals:

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

F. Electronic Record Documents:

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

1.6 MAINTENANCE MANUAL AND INSTRUCTIONS:

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

C. General:

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

D. Binders:

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

E. Drawings:

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

F. Protective Plastic Jackets:

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

G. Text Material:

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

H. Title Page:

1. Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual

- b. Name and address of the Project
- c. Date of submittal
- d. Name, address, and telephone number of the Contractor
- e. Name and address of the Architect
- f. Cross reference to related systems in other operating and maintenance manuals

I. Table of Contents:

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

J. General Information:

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

K. Product Data:

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

L. Written Text:

1. Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.

M. Warranties, Bonds and Service Contracts:

1. Provide original copies of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances

and conditions that would affect validity of the warranty or bond.

1.7 INSTRUCTIONS:

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

- B. Operating and Maintenance Instructions:
 - 1. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 - a. Maintenance manuals
 - b. Record documents
 - c. Spare parts and materials
 - d. Tools
 - e. Identification systems
 - f. Control sequences

 - 2. As part of instruction for operating equipment, demonstrate the following procedures:
 - a. Start-up
 - b. Shutdown
 - c. Emergency operations
 - d. Noise and vibration adjustments
 - e. Safety procedures
 - f. Economy and efficiency adjustments
 - g. Effective energy utilization

- C. Maintenance Procedures:
 - 1. Provide information detailing essential maintenance procedures, including the following:
 - a. Routine operations
 - b. Trouble-shooting guide
 - c. Disassembly, repair and reassembly
 - d. Alignment, adjusting and checking

- D. Operating Procedures:
 - 1. Provide information on equipment and system operating procedures, including the following:
 - a. Start-up procedures
 - b. Equipment or system break-in

- c. Routine and normal operating instructions
- d. Regulation and control procedures
- e. Instructions on stopping
- f. Shut-down and emergency instructions
- g. Summer and winter operating instructions
- h. Required sequences for electric or electronic systems
- i. Special operating instructions

E. Servicing Schedule:

- 1. Provide a schedule of routine servicing and lubrication requirements, including a list of repaired lubricants for equipment with moving parts.

F. Controls:

- 1. Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.

G. Coordination Drawings:

- 1. Provide each Contractor's Coordination Drawings.
- 2. Provide as-installed color-coded piping diagrams, where required for identification.

H. Valve Tags:

- 1. Provide charts of valve tag numbers, with the location and function of each valve.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

SECTION 07563
LIQUID ROOF RECOVERY SYSTEM

FOR INSTALLATION OVER EXISTING PVC SINGLE-PLY ROOF MEMBRANES

PART ONE - GENERAL

1.1 Description

- A. Furnish and install an instant-setting, liquid-applied, roof membrane system complete, in place, as shown on the drawings, specified herein, or needed for a complete and proper watertight and warrantable installation. The rubber liquid roof recovery system shall be installed in multiple applications to create thicknesses as required to provide positive slopes to the existing roof drain locations.
- B. Contractor shall maintain the integrity of the existing roofing system. This integrity shall also include the protection against water intrusion into the interior of the building at all times during the course of the Work.

1.2 Quality Assurance

- A. Standards: Comply with standards specified in this section and as listed in the General Requirements.
- B. Qualifications of Manufacturer: The core products used in the roofing work and included in this section shall be manufactured directly by the manufacturer and not through a third-party mixing company or private label. Quality control measures include testing and retaining samples of every product batch by the manufacturer.
- C. Qualifications of Installers: The Contractor and his personnel shall be currently approved by the manufacturer and only those spray technicians that have been certified through the manufacturer's training program are to spray the roof membrane.
- D. Roofing Inspections: Make all required notifications and secure all required inspections by the manufacturer of the approved materials to facilitate issuance of the specified roof warranty.
- E. Manufacturer's Pre-Review: The manufacturer shall review and approve the existing roof substrate that is to be recovered with the liquid roof recovery system with respect to the appropriateness of the substrate for use of their recover system on this project.
- F. Spray Equipment: The liquid roof membrane and topcoat may only be applied with spray equipment specifically manufactured for the specific liquid roof system approved for this project.

1.3 Submittals

- A. Product Data: Prior to project starting, submit:
 - i. Complete material list of all items proposed to be furnished and installed under this

section, along with product data and SDS sheets for each.

- ii. Manufacturer's pre-review comments and other data required to demonstrate compliance with specified requirements.
- iii. Moisture scan findings using a Tramex moisture meter or an infrared camera to check for pre-existing moisture in the old roofing system that will require replacement prior to installation of the new restoration system over it.

1.4 Product Handling

A. Delivery and Storage:

- i. Deliver all packaged materials to the job site in their original, unopened containers with all labels intact and legible at the time of the inspection.
- ii. Store all materials in an approved manner and protected from freezing or extreme heat. Storage temperature to be maintained above 50 degrees Fahrenheit (10 C).
- iii. Protect materials during handling and application to prevent damage or contamination.

B. Protection: Use all necessary means to protect the materials in this section before, during, and after installation, and to protect the work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of and at no additional cost to the Owner.

1.5 Scheduling

A. Work is to be performed on a daily basis with appropriate scheduling of product applications to prevent contamination of the surfaces between applications. Products shall be installed only if temperatures do not dip below freezing for 72 hours after applying, and daytime temperature reaches 50 degrees Fahrenheit (10°C) or higher.

B. Final completion of work shall be defined as the installation of all specified primer, roof membrane, topcoating, flashings, counterflashings, sheet metal, fasteners, and caulking.

C. Contractor shall complete installation of roofing products within two (2) days after cleaning the existing substrate. After installation of the base coat rubber, a light rinsing of the surface to remove dry accelerator is required prior to top coating, no earlier than 6 hours after base coat installation. Top coating not to occur before the base coatings are completely dried. If top coating is performed later than three (3) days after completion of the base coatings products, another rinsing may be required to remove dust and dirt accumulations depending on the environment.

1.6 Warranty

A. As part of the work of this section, pay all required fees, secure all required inspections, and complete

all items necessary to secure and deliver to the Owner a manufacturer's warranty of 20 years as requested. All warranties are eligible for extensions.

Duration	Covers*	Base Coat Thickness	Topcoat Thickness	Extendable
10 Years	Material & Labor Costs	97 wet/60 dry mil	None	Yes
15 Years	Material & Labor Costs	97 wet/60 dry mil	30 wet/20 dry mil	Yes
20 Years	Material & Labor Costs	130 wet/80 dry mil	50 wet/30 dry mil	Yes

**Workmanship warranties available upon request
Contractor shall provide the 20 year warranty
highlighted in the chart above.*

- B. Contractor to provide photographs of areas to receive liquid membrane before start of work, during surface preparation, during spray application, and at completion of work for warranty acceptance.

PART TWO - PRODUCTS

2.1 Manufacturers:

- A. Basis of Design: The products and systems as specified herein as manufactured by Triton Incorporated, 250 33rd Street Drive SR, Cedar Rapids, IA 52403 (319-861-5233) or approved equal. All of these components must be used and bid. Products not supplied by the manufacturer are to be purchased from a manufacturer approved source.
- B. Alternate Manufacturers: Other acceptable manufacturers indicating their compliance with all requirements of this specification section as approved by Architect, may include the following:
 - i. Prior Approved Equal

2.2 Liquid Roof Recovery System

- A. Liquid Membrane – Two-Component, Cold Spray-Applied Synthetic Rubber (TritoFlex 2K) or approved equal.

Spray-applied, instant-setting liquid-applied membrane manufactured by Triton Inc. and applied by a manufacturer certified installer to create a waterproofing membrane. The liquid TritoFlex 2K product is water-based and solvent-free, which transforms into an instant-setting seamless rubberized roof membrane as it is spray-applied to the substrate and catalyzed by an accelerator component. The liquid is spray-applied in a single coat to achieve a minimum monolithic membrane thickness of either 60 dry mils for 10-year or 15-year warranties, or 80 dry mils for 20-year warranties, and possess physical properties of no less than the values listed below:

Property	Test Method	Value
Solid Content	Vacuum cure	63%
Flame Exposure	ASTM E108	Class A, Self-Extinguishing
Water Vapor Permeability	ASTM E96	0.1 perms
Elongation	ASTM D412	1200% or greater
Tensile Strength	ASTM D412	500 psi or greater
Hydrostatic Pressure	BS EN 12390-8	Pass – No penetration
Impact and Hail Resistance	ASTM D3746	Pass
Dynamic Puncture Resistance	ASTM D5635	2.80 J/mm or greater
Pull-off Adhesion to EPDM (1000 hr UV)	ASTM D4541	700 psi or greater
1000 hr UV Exposure (Xenon)	ASTM G155	No effect
Cured to the Touch	After Sprayed	Instantly
VOC Content	--	None
Wind, Fire, Hail, Foot Traffic, UV	FM 4470	Pass (Class A, Severe Hail)

B. Patching and Flashing Membrane – One-Component, Brush-Applied Rubber

- i. TritoFlex 1K Brush-Grade Rubber or approved equal – Brush-applied, water-based, solvent-free, single-component waterproofing membrane manufactured by Triton Inc. Product is used for touch-up patching and reinforcing of flashing areas in the TritoFlex 2K membrane.

C. Reflective/ Protective Topcoat (Select the appropriate coating that meets the building requirements)

- i. TritoCryl 2K or approved equal: Highly reflective, instant-setting, water-based acrylic elastomeric topcoat manufactured by Triton Inc. It is spray-applied to the substrate using specialized equipment manufactured by Triton Inc. and catalyzed by an accelerator component. Available in white only.

D. Catalyst (Accelerator)

- i. TritoFlex 2K ACCELERATOR or approved equal: Specialty non-toxic, food-grade Calcium Chloride (CaCl) and water mixture used as the catalyst component in conjunction with spraying the TritoFlex 2K Rubber, allowing for the rapid build-up of the membrane to any thickness desired in one coat. The dry CaCl mixture is supplied by Triton, Inc. and the applicator mixes with water per the manufacturers' requirements on the job site. Alternate catalysts are in no way allowed, as they will cause damage to the final product.
- ii. TritoCryl 2K CATALYST or approved equal: Specialty inorganic salt and water mixture used as the catalyst component in conjunction with spraying the TritoCryl 2K Topcoat, allowing for the rapid build-up of the membrane to any thickness desired in one coat. The pre-mixed liquid is supplied by Triton, Inc and the applicator does not dilute before use. The TritoCryl 2K catalysts is classified as a Class 8 hazardous chemical. Comply with all OSHA and DOT regulations with shipping and handling this product. Read the Safety Data Sheet before use.

E. Repair Tape

- i. TritoBond Repair Tape: Premium-grade butyl repair tape with TPO-facer, available in black or white. Used to repair existing substrate in a variety of situations; supplied by Triton Inc.

F. Walkways

- i. TritoWalk: Water-based acrylic elastomeric coating used as a seamless walkway coating. Contains an aggregate to form a textured, non-slip surface with high abrasion resistance. TritoWalk shall be reinforced with polyester fabric to provide a higher level of protection from equipment damage in areas of high abuse. Provide yellow as supplied by Triton, Inc.

G. Reinforcement Fabric

- i. PolyFab: High-strength polyester fabric, used to reinforce high-stress and high-movement areas underneath the TritoFlex 2K product or within the TritoFlex 1K product. Provide this reinforced fabric in areas as required by the manufacturer.

2.4 Equipment Supplied by Manufacturer

A. Spray machine and testing gauges/meters

- i. Triton Standard Spray Machine: dual-component spray rig consisting of spray gun, hoses, pumps, and cart, specifically manufactured and supplied by Triton, Inc.
- ii. Triton High Production Spray Machine: dual-component spray rig consisting of spray gun, hoses, pumps, and cart, specifically manufactured and supplied by Triton, Inc.
- iii. TritoFlex 2K mil gauge for testing wet mil thickness while spraying the instant set liquid membrane.
- iv. Standard paint mil gauge for testing wet mil thickness of topcoat.

PART THREE - EXECUTION

3.1 Description

- A. The latest manufacturer application techniques are to be followed along with the following requirements. These specific minimum requirements must be included in the bid and are not to be altered.

3.2 Inspection

- A. Examine the existing roof conditions under which work in this section will be installed. Correct

conditions detrimental to the proper and timely completion of the work such as wet underlying insulation, loose membrane, and severe degradation. Do not proceed until such conditions have been corrected.

3.3 Surface Conditions

- A. Surfaces scheduled to receive waterproofing are to be sound, clean, dry and free of any dust, grease, oil, laitance, and other contaminants.
- B. Substrate is to be free of sharp projections and free of loose components.
- C. The existing roof system is to be scanned for moisture to locate and replace any wet areas of insulation, trapped moisture, or, if applicable, wet gypsum deck, with new insulation and membrane to match existing. Insulation and membrane replacement must be properly attached prior to application of TritoFlex 2K system.

3.4 Installation – Preparation of Substrate

- A. Protect all adjacent surfaces from overspray at all times. Taping off surfaces with painter plastic to prevent overspray onto surfaces and to establish clean, straight edge termination lines on the new liquid membrane flashings is required. Use care when masking air intakes and HVAC units so as not to block all ventilation and potentially damage the unit.
- B. Repair all defects in existing substrates, including loose field membrane and flashings, open seams and corners, deteriorated pipe boots and sealant pockets as required by manufacturer. Use like materials to the existing roof type to make repairs. Hot-air weld all repairs where possible. Like materials to the existing roof type should be welded in properly (i.e. PVC membrane should be used to patch an existing PVC roof).
- C. All existing metal flashings that are specified to remain must be inspected for watertightness. Any flashing metal such as counterflashing, termination bar, coping caps, edge metal, etc., shall be properly repaired or replaced to achieve a watertight condition. Consult with Manufacturer for further clarification.
- D. Remove all dirt, debris, and loose materials from the surface of the roof.
- E. Existing surfaces shall be cleaned with pressure washing equipment to a condition conducive to positive adhesion of the TritoFlex 2K, per manufacturer's requirements prior to application of the liquid-applied system. Unapproved curing compounds, form release agents, petroleum distillates, animal fats, and other contaminants shall not come into contact with approved substrate after cleaning. Contractor shall complete installation of TritoFlex 2K membrane within two (2) days after cleaning of substrate.
- F. Verify the substrate is visibly dry on the surface and free of moisture within its components. Moisture meters, infrared scanning, or capillary moisture tested by plastic sheet method according to ASTM D-4263, may be necessary. If moisture is present on the substrate it must be allowed to dry

prior to proceeding with TritoFlex2K application. If moisture is present within the old roofing system components, it must be removed and replaced with same materials prior to installation of TritoFlex 2K. It is also important that shrinkage or stress in the old roofing material be relieved after it is cut open to prevent additional movement/shrinkage after installation.

- G. Install one-way vents every 1,200 sq. ft. to allow relief of vapor pressure. Cut a hole through the existing membrane and insulation, but not through the deck. The hole should not be larger than the diameter of the venting space. Fill the hole with loose-fill insulation to prevent condensation. Place the flange of the one-wayvent on top of the roofing membrane and fasten to the roof deck with appropriate fasteners. Immediately seal to a watertight condition with TritoFlex 2K, TritoFlex 1K, or approved heat-welded single-ply flashing material.

3.5 Installation of Liquid Membrane

A. General:

- i. Stir materials prior to application using a drill and mixing paddle in accordance with manufacturer's instructions.
- ii. Spray instant-set TritoFlex 2K and Accelerator as a continuous, monolithic membrane of uniform thickness, beginning at the lowest point and terminating at the highest point. Final membrane thickness after full cure must be a minimum, on all surfaces, 97 wet/60 dry mils for 10-year and 15-year warranties and 130 wet/80 dry mils for 20-year warranties.
- iii. When a spot repair is required during application, re-spray defect area within 15 minutes of initial spray application so entire membrane cures monolithically.

B. Horizontal and Vertical Application:

- i. Spray-apply one continuous layer of TritoFlex 2K two-component waterproofing membrane, covering all areas of the field and flashings to achieve a cured dry mil membrane thickness of 60 or 80 mils, depending on warranty requirements.
- ii. Perform wet mil thickness tests (with a manufacturer supplied mil gauge) at regular intervals while spraying to assure a minimum of 97 wet mils throughout for 60 dry mils, and 130 wet mils for 80 dry mils. Immediately re-spray spots checked with gauge to fill in void.
- iii. If necessary, chalk-line or spray-paint a grid across the roof prior to application to gauge product use per drum within a particular section of the roof area. To achieve 60 dry mils, the average rate shall be 800 sq. ft per drum. To achieve 80 mil dry, the average rate shall be 600 sq. ft. per drum. This application rate will vary based on number of seams, penetrations, surface texture and conditions, etc.

Wet/Dry Mil Thickness	Coverage Rate Per Drum
97/60	800 square feet

130/80

600 square feet

- iv. If reinforcement fabric is to be used, first apply a thin base layer of TritoFlex 1K (or TritoFlex 2K liquid with no Accelerator) on the surface. Embed 4" or 6" polyester fabric into the wet, coating and use a brush to smooth and saturate the fabric with the coating. Apply more product, if needed, to fully saturate the fabric, but not create any pooling. Immediately apply TritoFlex 2K with the Accelerator on top of the reinforcement to create the final membrane. Please consult with Manufacturer or Designer for details on where reinforcement is required.
- v. Refer to manufacturer's recommendations and details for proper membrane terminations.

3.6 Installation of Brush-Grade on Flashings, Penetrations, and Transitions

- A. Transition Detailing and Flashing, including Pipes, 90-Degree Angles, Gutter Transitions, Penetrations, Curbs, Inside and Outside Corners, Etc.: All flashing details and transition changes shall be prepared as follows:
 - i. After the TritoFlex 2K membrane is fully dry to the touch with no moisture coming out of the membrane when pressed by hand, all flashing transitions shall receive an additional brush application of TritoFlex 1K Brush-Grade. Additionally, apply TritoFlex 1K Brush-Grade to any visible voids, imperfections, or thin spots in TritoFlex 2K membrane prior to rinsing and applying top coatings. TritoFlex 1K Brush-Grade to be installed by brush or trowel at 97 wet mils to achieve 60 mils dry.
 - a. Brush apply a 97 wet mil course of TritoFlex 1K Brush-Grade to extend 3" on each side of all curb corner transitions, 90-degree angles, under metal flashings, base and top edge of all pipe penetrations.
 - b. The field of the roof shall be checked over for imperfections in the TritoFlex 2K spray application and TritoFlex 1K shall be brush-applied wherever needed to reinforce suspected thin spots or spray defects. TritoFlex 1K shall be allowed to cure fully prior to top coating applications. Typical cure time allowance is 24 hours with good weather conditions.
- B. Roof Drain Flashing:
 - i. Check existing drain ring bolts and ensure all are tight. After TritoFlex 2K roof membrane installation is completed on area outside of drain and after proper cure time and rinsing, TritoFlex 1K Brush-Grade shall be applied around inside and outside of the drain ring as well as within the drain bowl to fully seal under the existing membrane to prevent water back-up under the membrane.
 - a. Apply 97 wet mils to achieve 60 mils dry of TritoFlex 1K over TritoFlex 2K roof membrane, extending from inside of drain to 3" outside of clamping ring.

3.7 Installation of Topcoat and Final Check

- A. After the TritoFlex 2K and TritoFlex 1K products are fully dry to the touch with no moisture coming out of the material when pressed on with a hand, rinse dried accelerator from all TritoFlex 2K surfaces with clean water until dried accelerator residue is rinsed completely off of the roof. The surface should be completely dry prior to applying top coatings.
- B. Following the application of TritoFlex 2K roof membrane described above, apply the specified reflective, sacrificial topcoat: TritoCryl 2K, TritoCryl 1K or TritoTherm. All topcoats are to be installed per Triton's guidelines to achieve a final minimum dry film thickness of 30 wet/20 dry mils for 10-year and 15-year warranties. 20-year warranties require a topcoat applied at 50 wet/30 dry mils.
 - i. TritoCryl 2K is instant-set and installed in one coat to the thickness required.
 - ii. TritoTherm or TritoCryl 1K Topcoat are installed in two coats and the first coat is to be back-rolled when applying by sprayer, to assure full coverage to textured TritoFlex surface.
- D. Installation of top coating shall occur after the TritoFlex 2K membrane and TritoFlex 1K Brush-Grade flashings are fully dry, cured, and rinsing of Accelerator has dried. If top coating is performed later than three (3) days after completion of TritoFlex 2K membrane, another rinsing may be required to remove dust and dirt accumulations depending on the environment.
- E. In certain climate zones, a reflective topcoat may not be required when approved in writing by Triton Inc. In this event, a thorough rinsing of dried Accelerator should still occur after TritoFlex 2K and TritoFlex 1K are applied and dry.
- F. If applying a granulated wear layer, broadcast 40-50 lbs. of roof granules per 100 sf in a 15 wet mil layer of TritoFlex 2K with no Accelerator over the entire surface. The granules must be supplied by Triton Inc. and approved for use in the specific climate zone and project location.

3.8 Field Quality Control

- A. Use of specialized equipment such as a mil gauge supplied by the manufacturer to check the liquid membrane thickness during application and a good quality digital camera to provide photos to manufacturer of installation is required.
- B. Contractor to provide photographs of areas to receive liquid membrane before start of work, during surface preparation, during spray application, and at completion of work for warranty acceptance.

3.9 Clean-Up

- A. All debris shall be removed from the premises promptly and the construction area left clean daily.
- B. All overspray of products must be cleaned from surfaces not scheduled to receive the waterproofing membrane.

- C. At the completion of the contract, Contractor is to remove and dispose of all equipment or temporary facilities related to their contract within 3 calendar days.

- END OF SECTION -

**SECTION 15010
MECHANICAL - GENERAL PROVISIONS**

15010.1 GENERAL

RELATED DOCUMENTS

General Provisions of Contract, including General, Supplementary and Special Conditions apply to the work in this section.

DESCRIPTION OF WORK

Extent: Work required under this section consists of all mechanical (plumbing) work and related items necessary to complete the work indicated on the drawings and/or described in the specifications.

Work Included: Without restricting volume or generality of above Extent work performed under this section shall include, but is not limited to the following:

Furnish all labor, equipment, tools, transportation, etc., and furnish and install all materials and equipment necessary for mechanical work hereinafter described all in accordance with the specifications and accompanying drawings.

Specifications and accompanying drawings intended to show and describe complete mechanical installation, fully erected, properly installed in workmanlike manner and left in proper operating condition, with Contractor furnishing and installing everything necessary to complete the job.

Furnish all labor, equipment, tools, materials, accessories, etc., for all rough-ins and final connections, complete, for all equipment indicated on the drawings, or equipment furnished by others.

GENERAL REQUIREMENTS

Regardless of titles and subdivisions herein employed, consider these specifications as one complete document with General Section applying to all other sections.

Check mechanical specifications and drawings with remainder of set, and bring to Architect's attention any conflicts or variations as soon as noted.

Specifications and accompanying drawings apply to all contracts or subcontracts entered into for supplying material or labor for construction of work specified herein and shown on drawings.

Adequately protect against injury all installed and existing material, fixtures, piping, insulation, etc.

Replace lost or damaged items prior to acceptance of work.

Adequate and competent supervision shall be provided by this section to assure that work is done in accordance with good standard practice and workmanship and with intent of drawings and specifications.

INSTALLER'S QUALIFICATIONS

All contractors submitting bids for the work under this contract shall be specialists in their field and shall have the personal experience, training and skill to construct a properly operating mechanical system as described by the contract drawings.

If required, the contractor shall be able to furnish evidence of having not less than three years experience and having been responsible for at least three projects comparable in size and complexity to this one.

WORKMANSHIP

All work performed shall be in accordance with best standards of practice by workmen skilled and qualified in type of work to be done. Schedule and perform mechanical work to avoid delays to project.

CODES AND STANDARDS

All work shall be installed in strict accordance with all existing local, parish/county and state codes and ordinances having jurisdiction, and shall also be in accordance with the latest edition of the following national codes:

International Building Code
International Mechanical Code
International Plumbing Code
Americans with Disabilities Act

All plumbing systems, including material and workmanship, shall be in accordance with the latest edition of the following industry standards:

ASPE	-	American Society of Plumbing Engineers
UL	-	Underwriter's Laboratories, Inc.
ANSI	-	American National Standards Institute
ASTM	-	American Society for Testing and Materials
ASME	-	American Society of Mechanical Engineers

Local codes shall take precedence over state codes which shall take precedence over national codes and industry standards.

If any conflicts are found between specifications and drawings and above authorities, notify Architect as soon as conflicts are discovered and above codes and requirements will govern.

PERMITS AND INSPECTIONS

Secure all permits and inspections and pay all fees, assessments and taxes (except sales tax) necessary for completion and acceptance of work. Notify Architect and proper authorities in ample time when any work is ready to be inspected or tested.

Obtain certificates of inspection and approval, as applicable to various portions of work, from inspection agency having jurisdiction.

No work shall be buried or concealed without inspection and approval from the architect

VISIT TO JOB SITE

Visit and examine job site and check with utility authorities concerned in order to become familiar with all existing conditions pertinent to work to be performed. No additional compensation will be allowed for failure to be so informed.

DRAWINGS

Bidders must review drawings and specifications of other disciplines including plans, details, diagrams, notes, etc., in order to understand structural conditions, construction requirements, clearances, capacities and methods of installation and erection. Such deviations are permissible; however, specified sizes, capacities and requirements affecting satisfactory performance and operation of installation shall remain unchanged.

Due to small scale of drawings, it is not possible to show all fittings or offsets or to show all accessories. Take advantage of available space and stack ductwork, piping and accessories vertically as required for fit and access.

Contractor is responsible for accuracy of clearances and for coordination with other trades. No piping shall be fabricated or installed without full coordination. Make allowance in bid for job conditions and interferences which will require offsets in piping, etc.

Contractor shall remove and relocate, without additional compensation, any item that is installed without required coordination and is found to be in conflict with other trades. If field measurements show that piping cannot fit in the allotted space, it shall be brought to the attention of the architect prior to ordering or installing the equipment.

Whenever it becomes necessary to shift pipes, such changes shall be referred to Architect for approval.

Ask for details whenever uncertain about method of installation.

PRODUCT SUBMITTALS

Submit fixture product data sheets in accordance with requirements described in General, Supplementary and Special Conditions of the Contract Documents prior to releasing equipment for manufacture or shipment. Product data sheets shall be manufacturer's printed literature specifically marked to indicate size and model numbers of equipment being furnished. All accessories required by the contract documents shall be clearly marked.

The contractor shall check all data submitted for compliance against the specifications and drawings prior to submitting.

Review of product submittals does not relieve the contractor of responsibility for compliance with the contract documents for system capacities or for fitting the equipment in the allotted space. Review is for general compliance with the contract documents.

Where the product submitted differs from that specified, the contractor shall flag all differences and specifically request that the substitution be accepted. This applies to differences in physical size, configuration, finishes, capacity, etc.

Submittals are required for the following items:

- Plumbing fixtures and accessories
- Piping Insulation
- Hose bibbs
- Manufactured hangers and supports
- Valves (all types)

MATERIALS AND EQUIPMENT

All materials and equipment must be new and product of reputable manufacturer regularly engaged in manufacture of product concerned. All materials shall bear the name of manufacturer and shall be of best quality obtainable unless specified or noted otherwise.

All materials and equipment must be of design, type, strength, etc., to satisfactorily accomplish purpose intended.

All equipment shall be purchased from authorized factory representative with established office in New Orleans area, if manufacturer has such an office.

MATERIAL SUBSTITUTIONS

Substitutions must be requested in conformance with requirements stated in the Supplementary General Conditions.

No irregular or informal substitution requests will be considered.

PROTECTION OF WORK

Contractor shall protect all equipment, fixtures and work from damage. Damaged work will be rejected and replaced at the expense of the Contractor.

Piping shall be racked and handled in a manner to prevent entrance of dirt and foreign matter. Open pipe ends shall be plugged or capped during erection.

CUTTING AND PATCHING

Be responsible for all cutting, fittings, etc., affecting mechanical work and coordinate with trades or other sections involved. Do not endanger any work by cutting, excavating or other operations, and do not cut or alter work of any other sections except with specific consent of Architect. Workmen skilled and qualified in trades involved shall do all cutting required under supervision of Contractor's Job Superintendent.

Insure that all necessary chases, openings for pipes, etc., are provided at proper time as work of other sections progresses; otherwise, be held responsible for all such provisions at own expense.

All patching for mechanical work by General Section.

THIMBLES, INSERTS AND EXPANSION SHIELDS

Set in place, as formwork progresses, all necessary inserts and thimbles as required. Cutting of beams, concrete floors or walls not permitted without authorization from the architect.

Where pipes pass through upper floors other than in chases or walls, thimble shall be of schedule 40 galvanized pipe (plain end) with top of thimble set one inch above finished floor to prevent wash-water from dripping below.

Size thimbles to allow freedom around pipe or around pipe and insulation where pipe in insulated. Caulk between thimble and piping with fire proof caulking.

FLASHING AND COUNTERFLASHING

Install all items of mechanical work such as pipes, etc., penetrating roofs a sufficient distance from walls, eaves, etc., to permit proper application of flashings and counterflashings.

Flashing and counterflashings shall be furnished under this section and installed by the general contractor.

ACCESS PANELS

This section shall furnish all access panels to Contractor for installation, if required, for proper access to valves, traps, cleanouts, fixture connections or other items installed under this contract, except where such panels are shown and/or specified under other sections of specifications.

HANGERS AND SUPPORT WORK

Hang all piping ¾" to 1" on 7'-6" maximum centers; ½ inch and below on 4'-0" maximum centers.

Hangers in building solid or split-type supported by vertical steel rods from masonry inserts, expansion shields or beam clamps. All steel hanger materials shall be primed and painted. Brass, copper or lead insert hangers for insulated copper piping.

Provide galvanized steel saddle between covering and pipe hanger on insulated pipes; pipe up to four inch diameter, 18 gauge x 12 inches long.

Support all piping independently of all equipment and arrange hangers to isolate any vibration transmission from piping to structure.

Perforated strap or band hangers not permitted.

All mechanical work supported on walls or partitions by means of appropriately sized galvanized toggle bolts.

INSTALLATION OF PIPING

Install all piping so that it may expand and contract freely without damage to equipment, other work or injury to piping system. Support piping independently of all equipment.

Install necessary swing joints, expansion joints or offsets to protect piping systems, equipment or other work from damage whether indicated on drawings or not.

Install unions adjacent to all screwed cocks, control valves, discharge from relief valves. Flanged fittings are considered equivalent to union connections.

Install piping parallel and/or perpendicular to building floor, wall or ceiling planes, unless otherwise shown on drawings.

Install all piping concealed unless specifically noted otherwise, making all necessary offsets, turns, etc., necessary to conceal piping from view.

No piping of dissimilar metals placed in contact with each other. Provide insulating unions whenever piping of dissimilar metals is joined. Insulating couplings not acceptable.

CLEANING UP

After final testing, clean all fixtures, pipes and exposed work. Thoroughly clean and polish plated and other finished products.

Piping to be free of all obstructions. Remove all debris, surplus and waste materials completely from the job site.

AS-BUILT DRAWINGS

Contractor shall be furnished a complete set of blue line prints which shall be marked up by Contractor as work progresses to reflect all items of installation which differ significantly from work shown on contract drawings. As-built drawings shall be neatly done, not sketchy or free hand. Final payment will be withheld until drawings are furnished.

FINALLY

Drawings and specifications are complementary and what is shown and/or called for in one shall be furnished and installed the same as if shown and/or called for in the other.

For any points which are not clear, or for items and/or details which Contractor feels are in need of clarification, consult Architect before submission of proposal.

If no clarifications are requested prior to the bid, the contractor, by submission of his bid, indicates he has a clear and full understanding of the intent of the plans and specifications.

END OF SECTION

SECTION 15400
MECHANICAL - PLUMBING AND DRAINAGE

15400.1 - GENERAL

RELATED DOCUMENTS

Read Section 15010 Mechanical - General, which forms part of this section of the specifications. General Provisions of Contract, including General, Supplementary and Special Conditions, apply to work specified in this section.

DESCRIPTION OF WORK

Work described in this section includes additions and alterations to plumbing systems for the building including water piping and plumbing fixtures.

Systems shall be complete and ready for operation. No piping shall be buried, covered, or concealed until it has been inspected, tested and approved.

CHANGES TO PIPING

Should the Contractor desire to make changes in the routing or arrangement of the piping, whether for his own convenience, to avoid conflict with the work of other trades, or to conform with local codes, such changes shall not be made without the prior approval of the Architect.

15400.2 PRODUCTS

VALVES

Valves shall be furnished and installed in all branches serving each group of plumbing fixtures, for shut off of branch mains, eliminating the necessity of interrupting service to the entire building structure for maintenance purposes and where indicated on the drawings. Valves shall be installed with the best workmanship and appearance and grouping so that all are easily accessible.

All shutoff valves 2" and smaller shall be rated 150 psi SWP and 600 psi non-shock WOG and will have 2-piece cast bronze bodies, TFE seats, full port, separate packnut with adjustable stem packing, anti-blowout stems and chrome-plated brass/bronze ball. Valve ends shall have extended solder connections and be manufactured to comply with MSS SP-110. Nibco S-585-70, or approved equal.

Where piping is insulated, ball valves shall be equipped with 2" extended handles of non-thermal conductive material similar to Nibco's NIB-SEAL extended handle. Also, provide a protective sleeve that allows operation of the valve without breaking the insulation vapor seal or disturbing the insulation.

WATER PIPING (ABOVE GROUND)

Water piping shall be type "L" copper tubing with wrought solder-joint fittings, ANSI B16.22, or equal, using 95-5 tin-antimony solder. All connections between steel and copper shall be made with dielectric unions.

Nipple connections at fixtures shall be brass or copper pipe; no steel nipples permitted.

INSULATION

Domestic cold water lines above grade shall be insulated with ½" thick Fiberglas low pressure pipe insulation.

Insulation shall be furnished with fire retardant jacket; and the jacket shall be adhered at longitudinal laps and joint seal strips with a suitable white vapor barrier lap cement.

UNIONS

Unions shall be used on all items of equipment. All unions must be accessible. Use wrought copper solder type ground joint unions up to 2" in size. In steel pipe, use brass to iron seat malleable iron ground joint, 150 pounds unions or union fitting galvanized up to and including 3" sizes.

DIELECTRIC ISOLATORS

Where incompatible piping materials come in contact with each other, Contractor shall install an isolator.

FLASHING

All vent pipes going through the roof shall be flashed as required for type of roof construction with lead sleeves. Plumber is required to coordinate all sleeves and flashings with roofer and furnish roofer with all sleeves. Roofer installs all sleeves.

AIR CHAMBERS

Install one air chamber on each cold water pipe to each plumbing fixture. Air chambers shall be constructed from copper pipe. If one air chamber is installed on each cold water pipe behind a group of fixtures, it shall be 3" in diameter, 24" long capped.

At the Contractor's option, he may use factory fabricated chambers with a volume at least equal to those herein specified for each type of installation, and as recommended per the manufacturer for the installed fixture units and in accordance with P.D.I. STD. WH. 201. Approved manufacturers are Josam, Wade, Smith and Zurn.

FIXTURES

Furnish, install and connect all plumbing fixtures indicated on drawings, or herein specified. Refer to mechanical, as well as architectural drawings, for location and number of fixtures required, and if any fixtures are shown on architectural plans but not on mechanical plans or vice versa, these fixtures shall be furnished, installed and connected the same as if indicated on all drawings.

Fixtures as indicated on architectural and mechanical drawings but not specified shall be called to attention of Architect seven days before bid date for clarifications. Failure to do so will obligate this section to furnish fixture as later specified by Architect.

Each plumbing fixture shall be fitted with all necessary and proper fittings, trimmings and operating devices, and shall be left in perfect operating condition. Finish of all exposed metal work in connection with fixtures, trimmings and operating devices, where not specifically mentioned, shall be chromium plate finish. Provide proper backing or carriers for fixtures as required for secure installation.

FIXTURES ARE AS FOLLOWS:

HB - Hose Bibb - Zurn #Z1343XL, exposed, lead-free, anti-siphon, wall hydrant or approved equal. Includes external vacuum breaker, 3/4" inlet and male hose connection, bronze and stainless steel interior components.

Freeze-Proof Fabric Sock -- thermal covering of hose bibb for freeze protection.

15400.3 EXECUTION

GENERAL

Exposed and concealed horizontal lines of pipe shall be carried on specified hangers properly spaced to maintain alignment.

Piping is to be concealed except where noted. Exposed piping is to be installed parallel to or at right angles with building walls, except where otherwise shown on drawings.

Exposed piping passing through walls, floors or ceilings fitted with wall plates securely held in position and allowing clearance for expansion. Provide plates large enough to cover openings around pipe.

Install pipe lines true to line and grade.

Wherever changes in sizes of piping occur, changes made with reducing fittings. Use of bushings not permitted.

Cutting and boring through structural members done only when approved by Architect and/or Structural Engineer.

Offsets in all piping above slab made with fittings. Bending of pipe not permitted.

INSTALLATION OF SCREW-JOINTED PIPING AND SOLDER-JOINT TUBING

All pipe and tubing shall be cut accurately to measurements as established by the Contractor and shall be worked into place without springing or forcing. Proper provision shall be made for the expansion and contraction of all pipe and tubing lines. Pipe and fittings shall be free from fins and burrs.

Screw joints shall be made with a lubricant or thread sealing tape applied on the male threads only; threads shall be full cut and not more than three threads on the pipe shall remain exposed.

All copper tubing shall be cut with square ends, and all burrs and fins removed. Tubing shall be handled and protected carefully and all tubing cut, dented, or otherwise damaged shall be replaced. Ends of tubing and fittings shall be cleaned and inserted in the fittings to their full depth.

Unions shall be provided at connections to all items of equipment and elsewhere where required for ready disconnection.

WATER SYSTEMS

The water system shall be installed with the fall toward the shutoff valve for the lowest fixture. Shutoff valves shall be provided where shown and on the supply to each fixture not provided with compression stop or with auxiliary shutoff valve. A 12" high air chamber shall be provided at each fixture or group of fixtures on both hot and cold supplies. Air chamber shall be of the same size as the branch feed line and of the same material. Air chambers shall be concealed in chases or partitions.

TEST OF PIPING

All tests described below shall be made in the presence of the Architect and a representative of authority having jurisdiction.

Water piping shall be subjected to a hydrostatic pressure test of 100 pounds per square inch for one hour. No drop allowed.

END OF SECTION

REVISIONS	BY

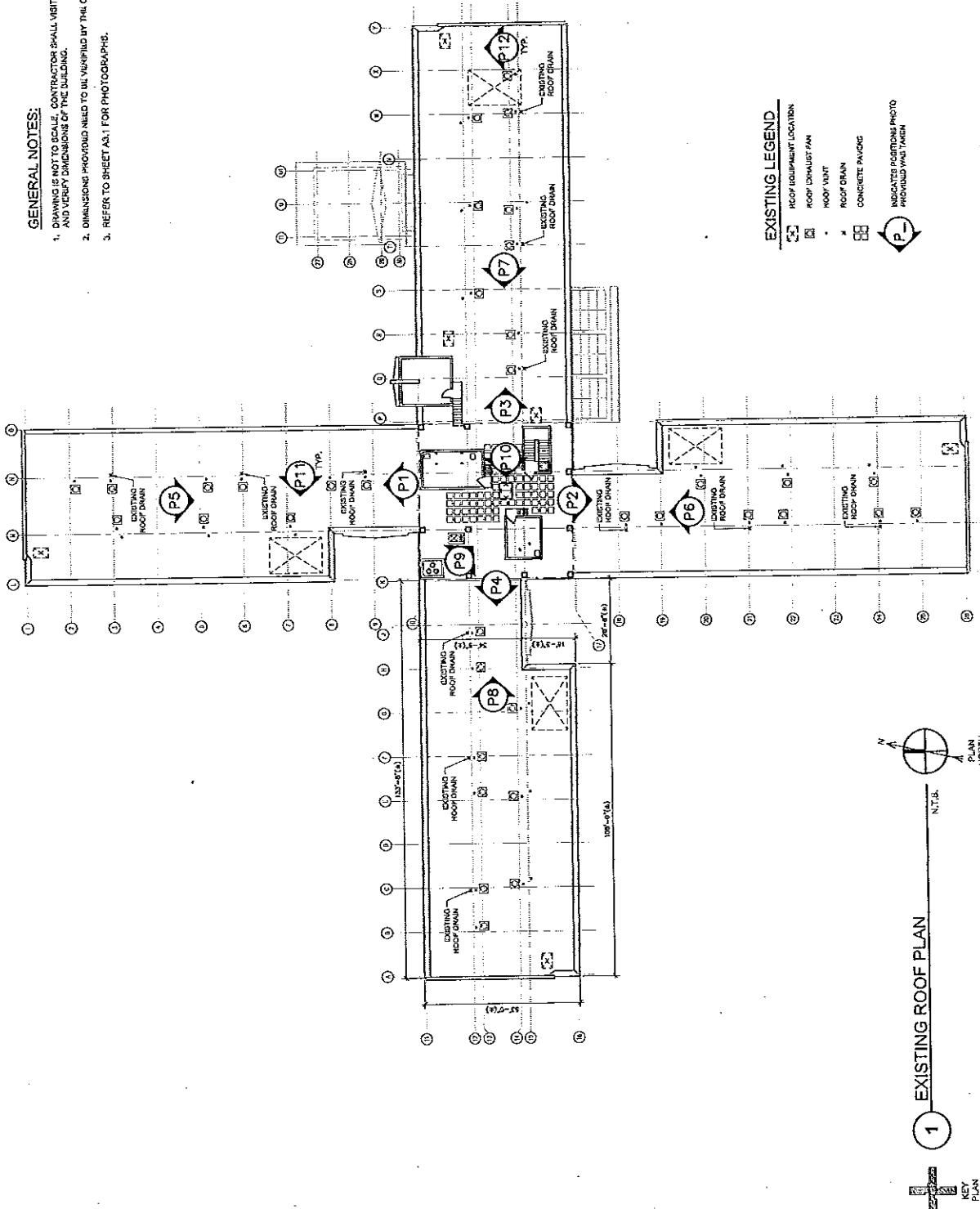
ECM Consultants, Inc.
 ARCHITECTS
 EXPERTS - ARCHITECTS - CONSTRUCTION MANAGERS
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 METairie, LOUISIANA 70001
 PHONE: (504) 885-4200, FAX: (504) 885-1130
 EMAIL: info@ecmarchitect.com

PROJECT: HOUSING AUTHORITY OF NEW ORLEANS
 4900 MOORE STREET
 NEW ORLEANS, LOUISIANA 70112

EXISTING ROOF PLAN
 NEW ORLEANS
 CORRECTIVE ROOFING WORK
 LOUISIANA

DATE: 08/11/11	
SCALE: AS SHOWN	
JOB NO: 11000001	
SHEET NO: 1	
SHEET TOTAL: 10	
A1.1	
3 of 10 SHEETS	

- GENERAL NOTES:**
1. DRAWING IS NOT TO SCALE. CONTRACTOR SHALL VISIT SITE TO OBTAIN AND VERIFY DIMENSIONS OF THE BUILDING.
 2. DIMENSIONS PROVIDED NEED TO BE VERIFIED BY THE CONTRACTOR.
 3. REFER TO SHEET A3.1 FOR PHOTOGRAPHS.



- EXISTING LEGEND**
- ⊠ ROOF EQUIPMENT LOCATION
 - ⊠ ROOF EXHAUST FAN
 - ⊠ ROOF VENT
 - ⊠ ROOF DRAIN
 - ▣ CONCRETE PAVING
 - ⊠ INCLUDES AIRBORNE PHOTO PROVIDED AND TAKEN

1 **EXISTING ROOF PLAN**

KEY PLAN

NT/S

PLAN NORTH

REVISIONS	BY

ECH Consultants, Inc.
ARCHITECTS/ENGINEERS

ENGINEERS - ARCHITECTS - CONSULTANTS
100 LEBLANC PARKWAY, SUITE 200
NEW ORLEANS, LOUISIANA 70004
PHONE: (504) 835-4200, FAX: (504) 835-1439
EMAIL: info@echconsultants.com

OWNER
HOUSING AUTHORITY
OF NEW ORLEANS

PROPOSED ROOF PLAN
700 POND STREET
NEW ORLEANS, LOUISIANA 70022

DRAWN	
BY	
CHECKED	
DATE	
APPROVED	
DATE	
AS BUILT	
DATE	
PROJECT NO.	
SHEET NO.	
A1.2	
4 of 10 SHEETS	

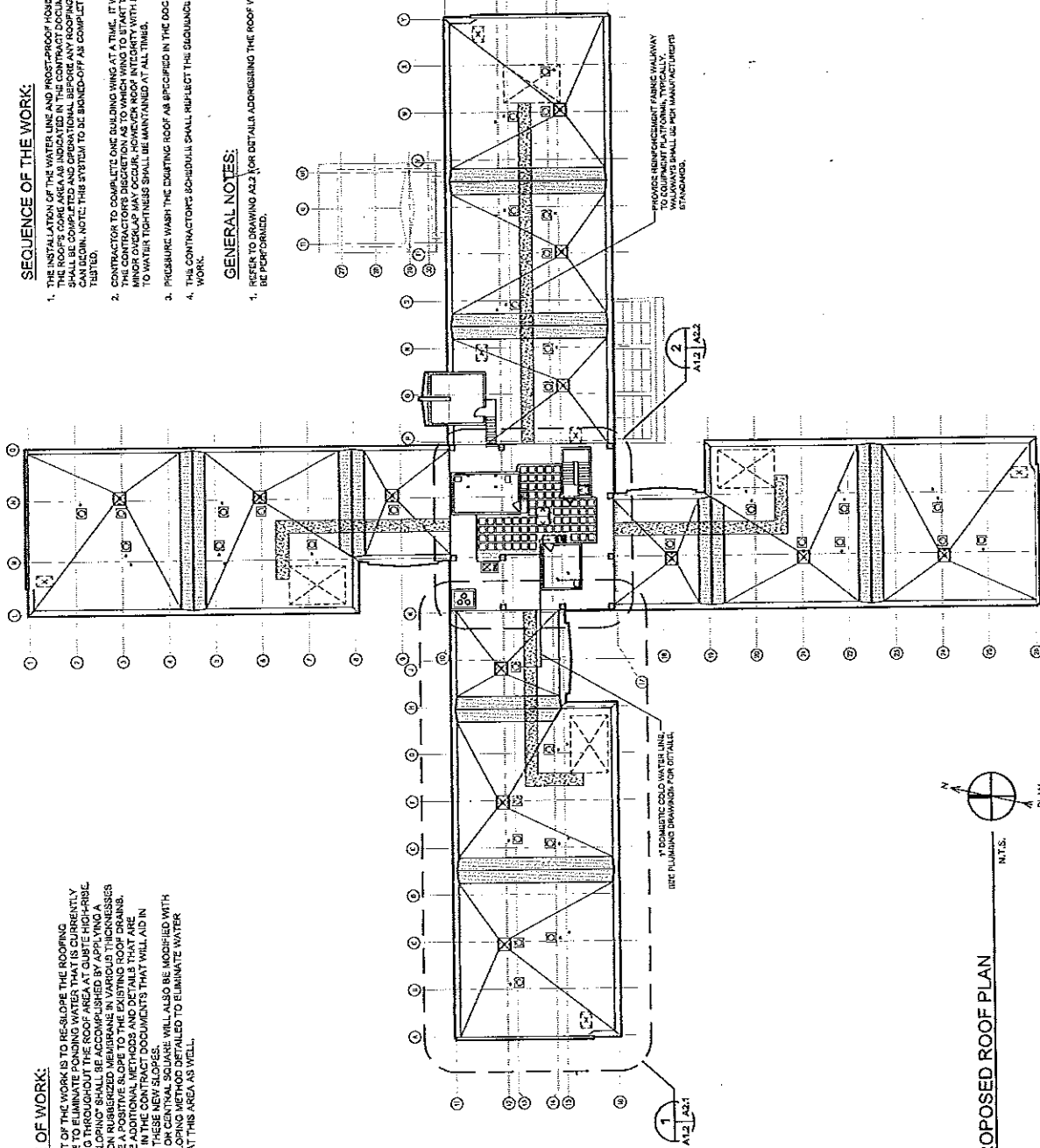
SEQUENCE OF THE WORK:

1. THE INSTALLATION OF THE WATER LINE AND FROST-PROOF HOSE BIBB AT THE ROOF'S CORNER AREA AS INDICATED IN THE CONTRACT DOCUMENTS SHALL BE COMPLETED FIRST. THE CONTRACTOR SHALL PROVIDE A DRAINAGE CALCULATION. NOTE: THIS SYSTEM TO BE BUILT-OFF AS COMPLETE AND TESTED.
2. CONTRACTOR TO COMPLETE ONE BUILDING WING AT A TIME. IT WILL BE THE CONTRACTOR'S DISCRETION AS TO WHICH WING TO START THE WORK. MINOR OVERLAP MAY OCCUR, HOWEVER ROOF INTEGRITY WITH RESPECT TO WATER TIGHTNESS SHALL BE MAINTAINED AT ALL TIMES.
3. PRESSURE WASH THE EXISTING ROOF AS SPECIFIED IN THE DOCUMENTS.
4. THE CONTRACTOR'S SCHEDULE SHALL REFLECT THE SEQUENCING OF THE WORK.

GENERAL NOTES:

1. REFER TO DRAWING A2.2 FOR DETAILS ADDRESSING THE ROOF WORK TO BE PERFORMED.

SCOPE OF WORK:
THE INTENT OF THE WORK IS TO RE-SLOPE THE ROOFING MEMBRANE TO ELIMINATE PONDING WATER THAT IS CURRENTLY OCCURRING THROUGHOUT THE ROOF AREA. TO CORRECT THE PONDING WATER, THE CONTRACTOR SHALL REMOVE THE EXISTING ROOFING MEMBRANE AND REPLACE WITH A NEW ROOFING MEMBRANE IN VARIOUS THICKNESSES TO CREATE A POSITIVE SLOPE TO THE EXISTING ROOF DRAINS. THERE ARE ADDITIONAL METHODS AND DETAILS THAT ARE INDICATED IN THE CONTRACT DOCUMENTS THAT WILL AID IN CREATING THESE NEW SOLUTIONS. THESE SOLUTIONS WILL ALSO BE MODIFIED WITH THE CONTRACTOR'S SCHEDULE TO ELIMINATE WATER PONDING AT THIS AREA AS WELL.



1

PROPOSED ROOF PLAN

N.T.S.

N
PLAN
NORTH

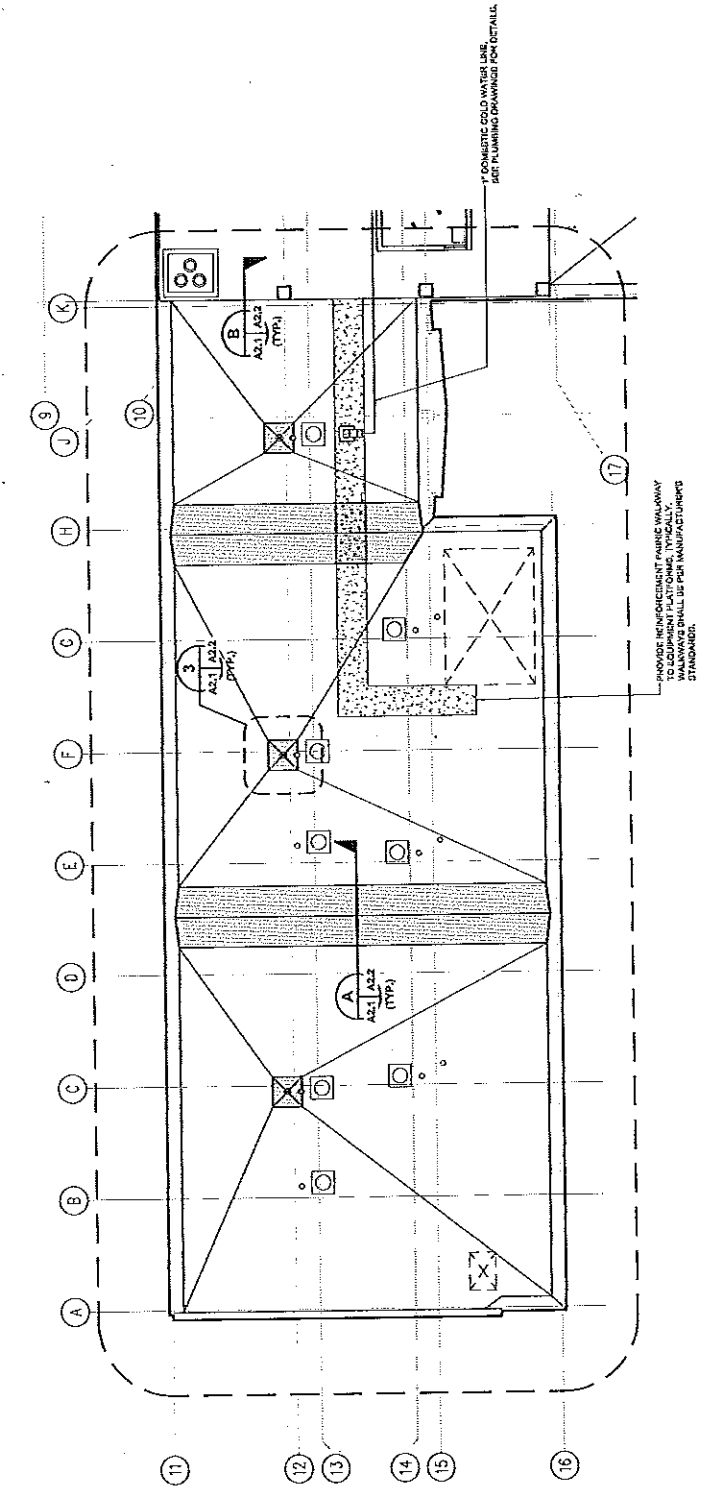
KEY
PLAN

REVISIONS	BY

ECM Consultants, Inc. ARCHITECTS/ENGINEERS ENGINEERS - ARCHITECTS - CONSULTING WINDERS 1501 CLEARVIEW PARKWAY, SUITE 200 METairie, LOUISIANA 70001 PHONE: (504) 885-4000 FAX: (504) 885-1438 EMAIL: info@ecmconsultants.com	HOUSING AUTHORITY OF NEW ORLEANS	ENLARGED PLANS NEW ORLEANS, LOUISIANA 70002
	GUSTIE HIGH-RISE CORRECTIVE ROOFING WORK NEW ORLEANS, LOUISIANA	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY ALL SUBJECTS JOB NO. SHEET NO. TOTAL SHEETS

DRAWN CHECKED N.E.W. DATE APPROVED BY ALL SUBJECTS JOB NO. SHEET NO. TOTAL SHEETS	A2.1 5 OF 10 SHEETS
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GENERAL NOTES:
 1. REFER TO DRAWING A2.2 FOR DETAILS ADDRESSING THE ROOF WORK TO BE PERFORMED.



PROVIDE DIMENSIONS OF WALKWAY MANWAY AND WALKWAYS. TYPICALLY, WALKWAYS SHALL BE PER MANUFACTURERS STANDARDS.

PROVIDE DIMENSIONED COLD WATER LINE. PROVIDE PLUMBING DETAILS FOR DETAILS.



ENLARGED PLAN AT TYP. BLDG. WING
 SCALE: 1/8" = 1'-0"

1
 A1.2 A2.1



KEY
 PLAN

REVISIONS	BY	DATE

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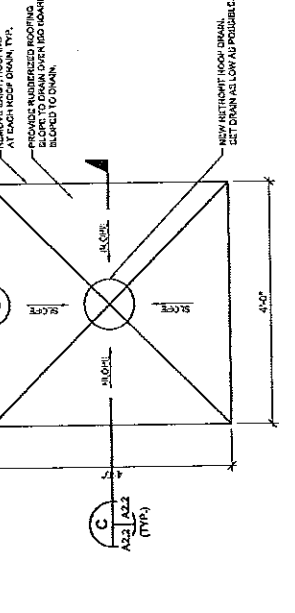
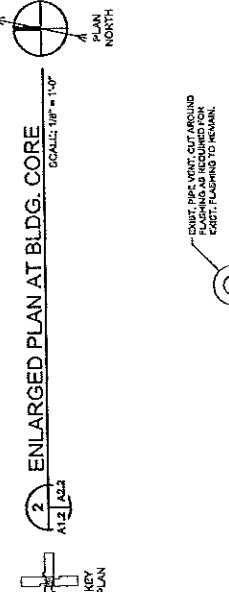
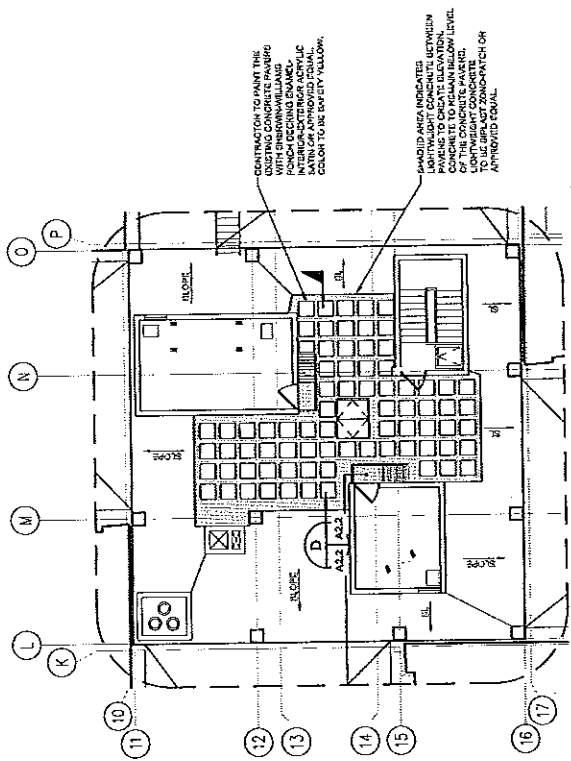
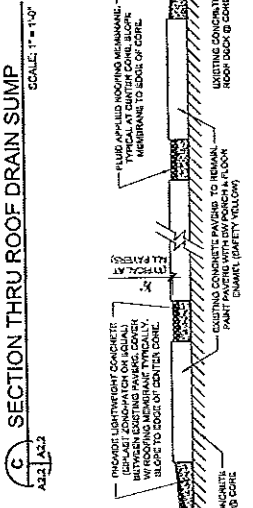
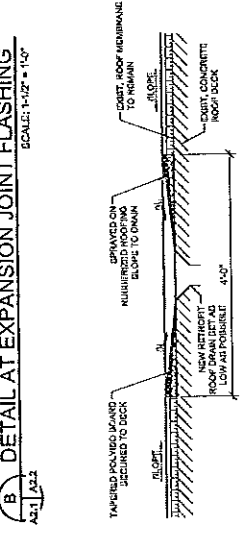
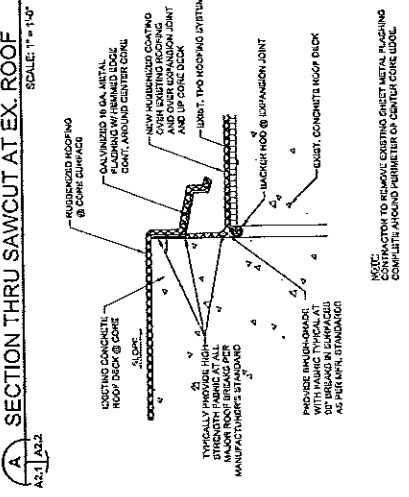
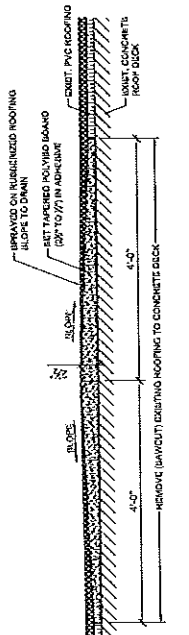
HOUSING AUTHORITY
 OF NEW ORLEANS

PROJECT: HOUSING AUTHORITY OF NEW ORLEANS
 ADDRESS: 2805 PINE STREET
 NEW ORLEANS, LOUISIANA 70112

GUSTIE HIGH-RISE CORRECTIVE ROOFING WORK LOUISIANA

DATE: 03/22/2021
 SCALE: 1/4" = 1'-0"

8 OF 10 SHEETS
 A2.2



2 ENLARGED PLAN AT BLDG. CORE
 SCALE: 1/8" = 1'-0"
 A12 | A22

3 ENLARGED PLAN AT ROOF DRAIN SUMP
 SCALE: 1" = 1'-0"
 A21 | A22

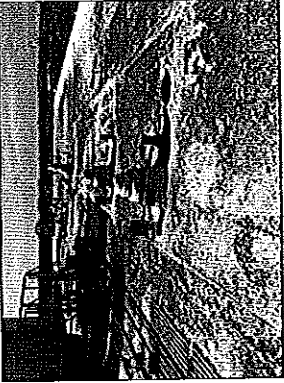
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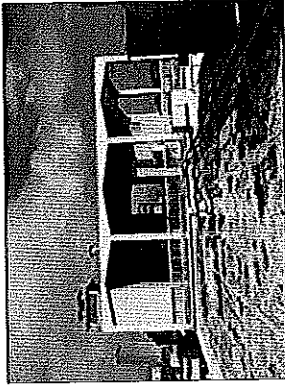
HOUSING AUTHORITY
 OF NEW ORLEANS
 400 POND STREET
 NEW ORLEANS, LOUISIANA 70112

PHOTOGRAPHIC VIEWS OF ROOF
 GUSTE HIGH-RISE
 CORRECTIVE ROOFING WORK
 LOUISIANA
 NEW ORLEANS

DATE: 04/23/2021
 DRAWING NO.: A3.1
 SHEET NO.: 7 OF 10 SHEETS



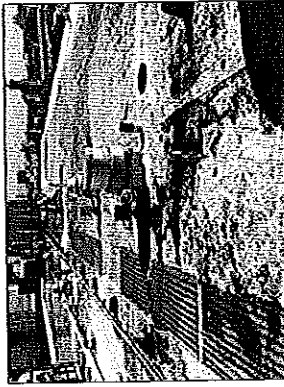
P4 VIEW OF WEST WING



P8 VIEW FROM WEST WING



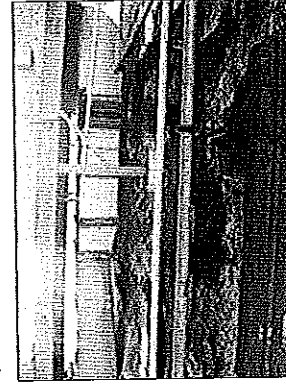
P12 TYP. VIEW OF VENT UNIT



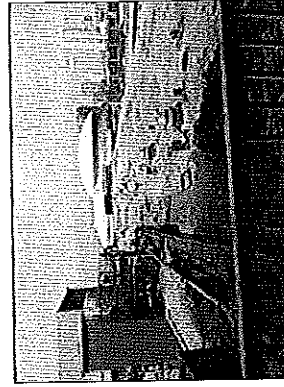
P3 VIEW OF EAST WING



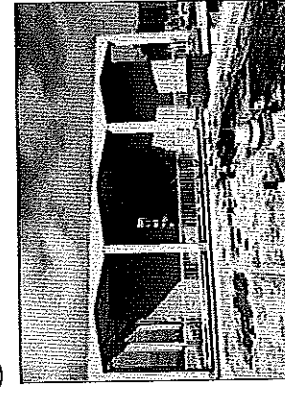
P7 VIEW FROM EAST WING



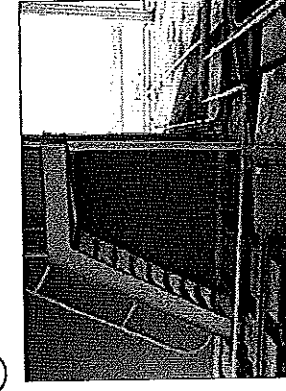
P11 TYP. VIEW HVAC UNIT



P2 VIEW OF SOUTH WING



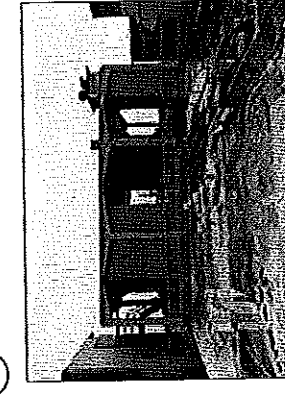
P6 VIEW FROM SOUTH WING



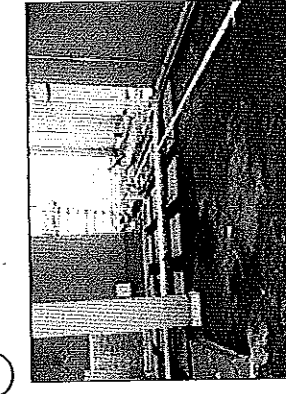
P10 VIEW WHERE HOSE BIBB WILL BE INSTALLED



P1 VIEW OF NORTH WING



P5 VIEW FROM NORTH WING



P9 CENTRAL CORE FROM WEST

REVISED	BY

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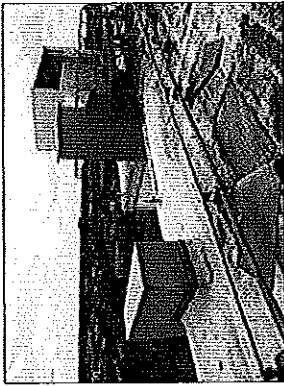
CONSULTANTS
 HOUSING AUTHORITY
 OF NEW ORLEANS
 400 PINE STREET
 NEW ORLEANS, LOUISIANA 70112

PHOTOS OF LIGHTNING PROTECTION SYSTEM
 NEW ORLEANS
 CORRECTIVE ROOFING WORK
 GUSTE HIGH-RISE

DATE: 04/11/11
 DRAWN: M.L.M.
 CHECKED: M.L.M.
 SCALE: AS SHOWN
 DATE: APRIL 27, 2011
 PROJECT NO. 100000000
 SHEET NO. A3.2
 8 OF 10 SHEETS

LIGHTNING PROTECTION NOTES:

1. CONTRACTOR TO ENGAGE THE SERVICES OF A CERTIFIED LIGHTNING PROTECTION COMPANY TO INVESTIGATE THE EXISTING LIGHTNING PROTECTION SYSTEM INSTALLED AT GUSTE HIGH RISE (SEE PHOTOS ON THIS SHEET).
2. CONTRACTOR TO MAKE REPAIRS (IF REQUIRED) TO THE EXISTING LIGHTNING PROTECTION SYSTEM TO HAVE THE SYSTEM OPERATE PER ITS INTENDED FUNCTION.
3. IF IT IS REQUIRED FOR SECTIONS OF THE EXISTING LIGHTNING PROTECTION SYSTEM TO BE REMOVED TO BE REINSTALLED PER THE CORRECTIVE ROOF WORK, IT SHALL BE REINSTALLED UNDER THE GUIDANCE AND/OR SUPERVISION OF THE LIGHTNING PROTECTION COMPANY.
4. PHOTOS PROVIDED ON THIS SHEET SHOWS AREAS OF CONCERN, SHOWING CABLING THAT APPEARS TO BE CUT OR NOT CONTINUOUS.



2 PHOTO #2



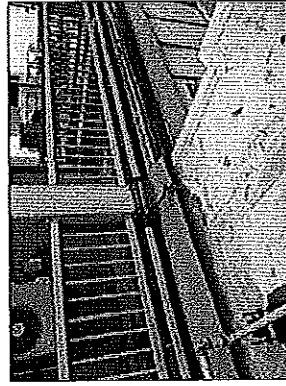
4 PHOTO #4



6 PHOTO #6



1 PHOTO #1



3 PHOTO #3



5 PHOTO #5

A PHOTOS OF LIGHTNING PROTECTION SYSTEM @ GUSTE HIGH-RISE ROOF

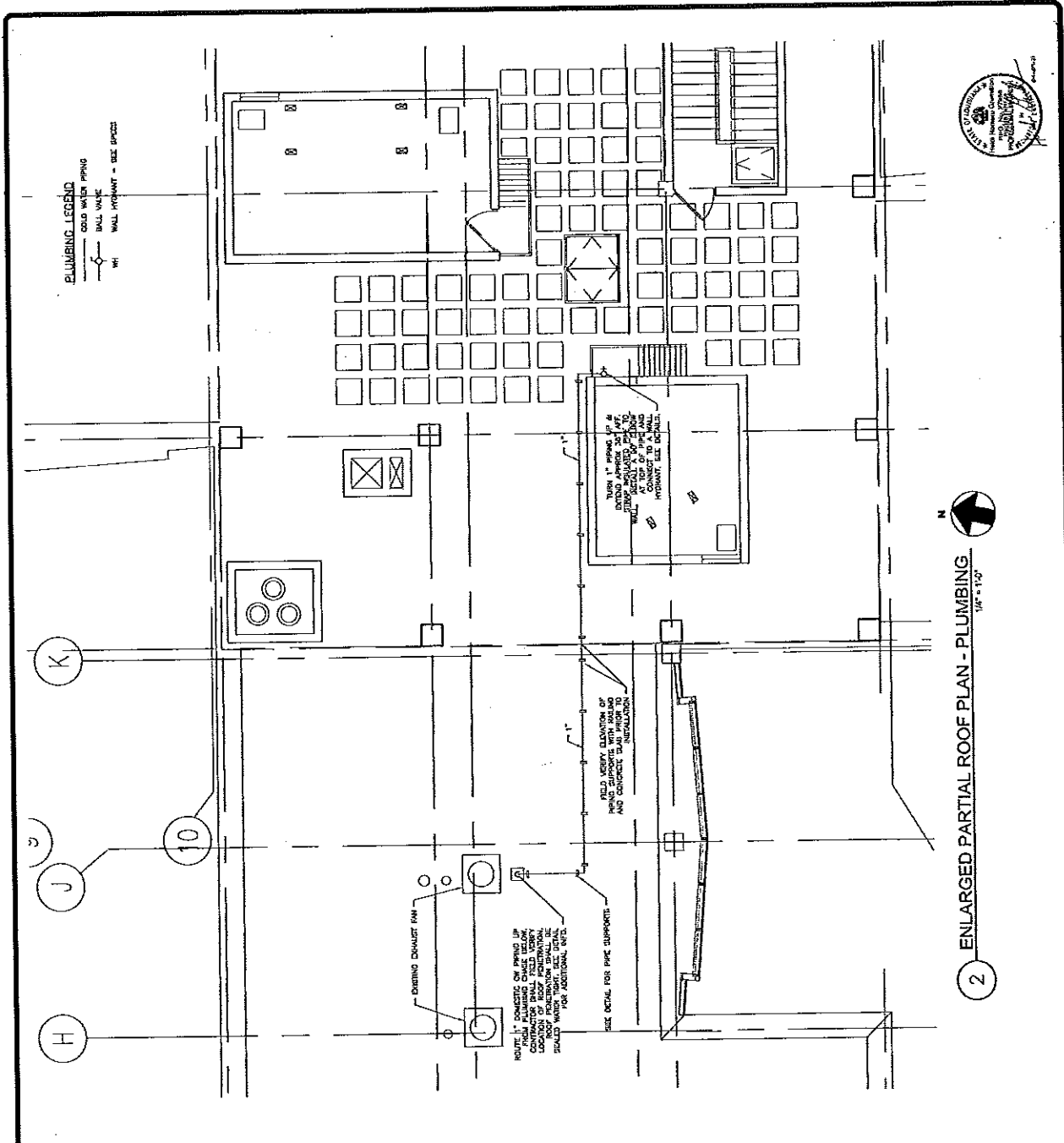
NO.	DATE	BY	REVISIONS

ARCHITECTS
ECH Consultants, Inc.
 ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS
 1201 OLIVER PARKWAY, SUITE 200
 METairie, LOUISIANA 70001
 PHONE: (504) 885-1439
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 EMAIL: ech@echconsultants.com

OWNER
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 OF NEW ORLEANS
 400 POND STREET
 NEW ORLEANS, LOUISIANA 70112

PROJECT
 GUSTE HIGH-RISE
 EXTERIOR REPAIR/WATERPROOFING
 LOUISIANA
 ENLARGED ROOF PLAN - PLUMBING

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
AS SHOWN	
SHEET NO.	P1.1
9 OF 10 SHEETS	

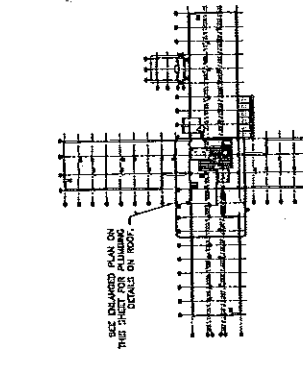


GENERAL NOTES:

- VERIFY ALL UTILITIES, DISCONNECT WITH ALL STATE AND LOCAL CODES AND THE REQUIREMENTS OF THE STATE FIRE MARSHAL.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
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PLUMBING NOTES:

- PRIOR TO INSTALLING ANY WATER PIPING, CONTRACTOR SHALL DETERMINE THE FINAL LOCATION AND MAKE REQUIRED ADJUSTMENTS IN CLADDING, ROUTING, AND FINISHES TO MAINTAIN THE APPEARANCE OF THE EXTERIOR.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



EXISTING ROOF PLAN
 1/8" = 1'-0"



2 ENLARGED PARTIAL ROOF PLAN - PLUMBING
 1/8" = 1'-0"

1 EXISTING ROOF PLAN
 1/8" = 1'-0"

REVISIONS

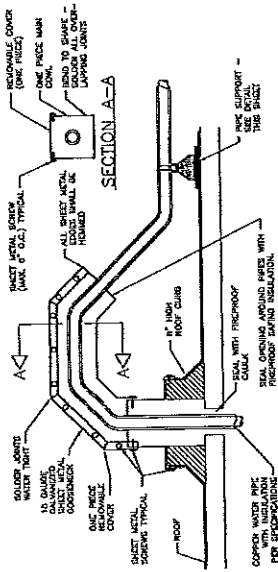
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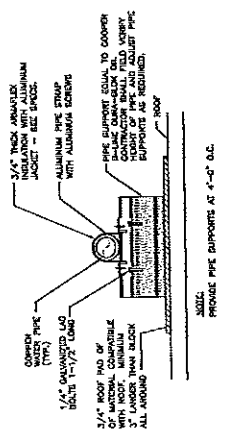
PLUMBING DETAILS
 NEW ORLEANS, LOUISIANA
 EXTERIOR REPAIR/WATERPROOFING
 GUSTE HIGH-RISE

DATE	
SCALE	
NO.	
PROJECT	

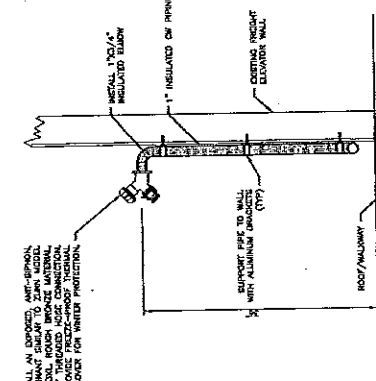
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10 OF 10 SHEETS



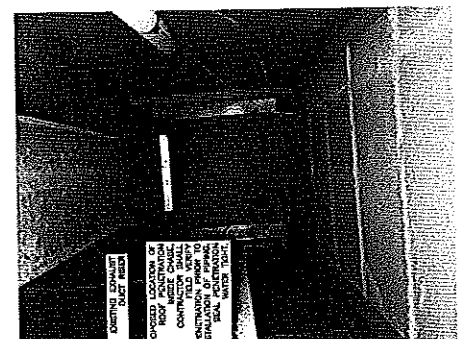
5 DETAIL OF PIPE PENETRATION AT ROOF
NTS



6 WATER PIPE ROOF SUPPORT DETAIL
NTS



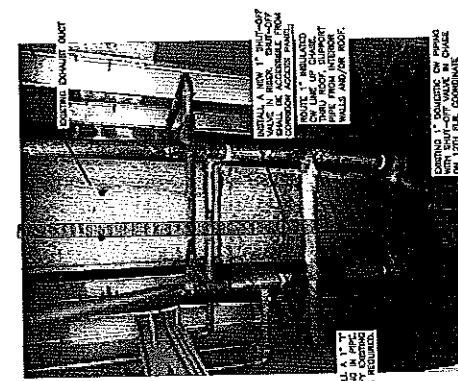
7 PIPING DETAIL
NTS



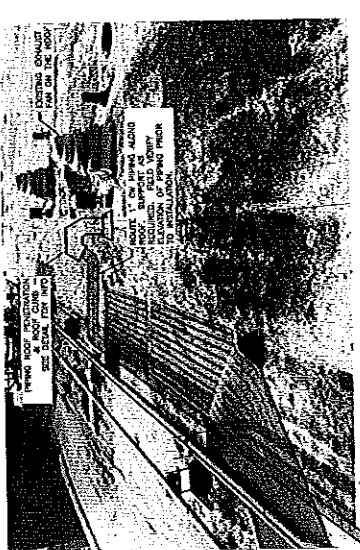
2 12TH FLR PLUMB CHASE ROOF
NTS



4 EXISTING ROOF - PIPING ROUTING
NTS



1 12TH FLR PLUMBING CHASE
NTS



3 EXISTING ROOF - PIPING ROUTING
NTS

