



**INVITATION FOR BIDS**

**FOR**

**FAN COIL UNIT REPLACEMENT**

**AT GUSTE HIGH RISE**

**IFB No. 23-912-04**

**SUBMISSION DATE: MONDAY, JANUARY 16, 2023**

**2:00 P.M. CST**

**PREPARED BY:**

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

**Evette Hester  
Executive Director**

**ISSUED Tuesday, December 20, 2022**

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**Table of Contents**

[Table No. 1]

Section	Description	Page
1.0	The Agency's Reservation of Rights	3
2.0	Scope of Work	4
2.1	General Requirements (See Appendix A for Technical Specifications)	4
3.0	Bid Requirements	7
3.1	Bid Submittals	7
3.2	Entry of Proposed Fees	8
3.3	Additional Information pertaining to the preceding listed Pricing Items	9
3.4	Submission Responsibilities	10
3.5	Bidder's Responsibilities – Contact with the Agency	10
3.6	Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity	11
3.7	Pre-bid Conference	12
3.8	Recap of Attachments	13
3.9	Bid Results	14
4.0	Contract Award	14
4.1	Contract Award Procedure	14
4.2	Contract Conditions	14
4.3	Contract Period	15
4.4	Licensing and Insurance Requirements	16
4.5	Contract Service Standards	16
4.6	Prompt Return of Contract Documents	17
5.0	Index of Tables	16
6.0	Appendix A (Technical Specifications)	17
7.0	Referenced Attachments	81

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**IFB INFORMATION AT A GLANCE**

[Table No. 2]

AGENCY CONTACT PERSON	<b>Thelma Bowers, Contract Administrator</b> Telephone: (504) 670-3448 E-mail: <a href="mailto:tbowers@hano.org">tbowers@hano.org</a>
HOW TO OBTAIN THE IFB DOCUMENTS ON HANO'S WEBSITE	<ol style="list-style-type: none"> <li>1. Access <a href="http://www.hano.org">www.hano.org</a>.</li> <li>2. Click on the "Business" tab on the blue taskbar.</li> <li>3. Click on "Active Solicitations" and go to the specific solicitation.</li> <li>4. If you have any problems accessing the IFB documents, please contact Procurement at <a href="mailto:procurement@hano.org">procurement@hano.org</a>.</li> </ol>
PRE-BID CONFERENCE/SITE VISIT	<b>Wednesday, January 4, 2023, 10:30 a.m.</b> (via Zoom; Meeting ID: 823 1662 9101; Passcode: 458350) Site visit to immediately follow the Pre-Bid Conference
QUESTION SUBMITTAL DEADLINE	<b>Monday, January 9, 2023</b>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> <li>1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB.</li> <li>2. As instructed within Section 3.0 of the IFB document, deliver <b>three (3)</b> complete sets (<b>one (1)</b> original clearly marked or stamped "original" and <b>two (2)</b> copies) of the required submittals in a <b>sealed</b> envelope clearly marked with the words "<b>BID Documents</b>" to HANO's Procurement and Contracts Department (address below).</li> </ol>
BID SUBMITAL RETURN & DEADLINE	<b>*Monday, January 16, 2023</b> Housing Authority of New Orleans Procurement and Contracts Department 4100 Touro Street, New Orleans, LA 70122

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

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).

## INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste

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

## 2.0 SCOPE OF WORK

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

### THE BASE BID

- A. Contractor to remove existing fan coil units as indicated in Appendix A. Removal shall be in such a manner as to prep items to remain for future connection to new unit.
- B. Contractor to install new fan coil unit in each apartment and corridor locations as indicated in Appendix A.
- C. Contractor shall follow installation sequencing as indicated in Appendix A. All procedures required to perform the removal and installation of the new fan coil units shall be followed for each installation.

**2.1 General Requirements.** (PLEASE NOTE: It is the responsibility of each bidder, but especially the eventual successful bidder, to, prior to the submittal deadline during the period of time this IFB is posted, inform the Agency for its consideration of any of the following information that is, in the opinion of the firm, inaccurate or ineffective.)



## INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste

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

### **2.2 WORK SEQUENCE**

- A. Work to be sequenced as indicated in the documents. Access to residential units shall be coordinated with Guste property management and HANO. HANO and Guste property management shall be notified a minimum of three (3) business days prior to beginning work within a unit.
- B. No work shall be scheduled within a residential unit until all materials required for that work is available and ready for installation.

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**2.3 CONTRACTOR USE OF PREMISES**

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

**2.4 CONSTRUCTION AREAS**

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

**Drawings and Technical Specifications can be found in Appendix A.**

**3.0 BID SUBMITTALS.**

[Table No. 3]

(1) IFB Section	(3) Description
3.1.1	<b>Form of Bid.</b> This Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal.
3.1.2	<b>Form HUD 5369-A (8/93), <i>Certifications and Representations of Bidders, Construction Contract.</i></b> This Form is attached hereto as Attachment E to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

3.1.2.1	<b>Form HUD SF-LLL Disclosure of Lobbying Activities.</b> This Form is attached hereto as Attachment B-1 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.2	<b>Form HUD-50071 Certification of Payments to Influence Federal Transactions</b> This Form is attached hereto as Attachment B-2 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.3	<b>Form HUD-50070 Certification for a Drug-Free Workplace</b> This Form is attached hereto as Attachment B-3 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted as a part of the bid submittal.
3.1.4	<b>Acknowledgement of Addenda.</b> Please check HANO's website under "Business" and "Active Solicitations" to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment H.
3.1.5	<b>Equal Employment Opportunity/Supplier Diversity.</b> The bidder must submit a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). Attachment D
3.1.6	<b>Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form</b> This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment I.
3.1.7	<b>Certification of Contractor Non-Exclusion</b> Attachment J
3.1.8	<b>E-Verification Affidavit (NOTARY/CORPORATE SEAL REQUIRED)</b> Attachment K
3.1.9	<b>Subcontractor/Joint Venture Information.</b> The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the preceding submittals must also be included for any major subcontractors (10% or more) or from any joint venture. Each business of a joint venture must also submit Attachment P.

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

3.1.10	<b>Vendor Registration Form</b> Attachment L
3.1.11	<b>Bid Bond Sample Form.</b> 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. <b>(REQUIRED)</b> Attachment M
3.1.12	<b>Statement of Bidder's Qualifications.</b> This form must be submitted as a contributor to whether the bidder is responsible. Attachment P

**3.2 Entry of Proposed Fees.**

3.2.1 *A lump sum fee shall be submitted on the Louisiana Uniform Public Work Bid Form only (Attachment I). This form must bear an original signature. Do not refer to any of your fees or costs on other submittals.*

3.2.2 **Pricing Items.** Unless otherwise stated herein, the lump sum bid is all-inclusive of all related costs that the successful bidder will incur to provide the noted goods and services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

[Table No. 4]

(1) IFB Section	(2) Designation:	(3) Size	(4) No. of Units Required	(5) Budget Cost per Unit	(6) Cost Estimate for Equipment	(7) Installation Cost to Replace FCU	(8) Total Cost for:
Appendix A	FCU-A	004	85				
Appendix A	FCU-B	006	285				
Appendix A	FCU-C	008	66				
Appendix A	FCU-D	010	14				
Appendix A	FCU-E	012	1				<b>Total Cost</b>
<b>Totals</b>			<b>451</b>				<b>\$</b>

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

3.3.1 **Manufacturer/Brand Names.** Wherever HANO specifies the name of a certain

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

brand, make, manufacturer, or uses a definite specification, they are used only to denote the quality standard of product desired and they do not restrict bidders to the specific brand, make, manufacturer, or specification named. They are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired. Equivalent products may be acceptable.

- 3.3.2 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract.
- 3.3.3 Prior Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (which will occur, at the Agency's discretion, via delivery of a Notice to Proceed and/or a signed Change Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.4 No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder for actual work performed only and pertaining to the fixed fee Pricing Item.
- 3.4 Bid Submission.** All submittals must be submitted in a sealed enclosure and all bids must be submitted and time-stamped received in the designated Agency office by no later than submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 copies of the "hard copy" bid submittal, shall be placed in a sealed package and addressed to:

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

- 3.4.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name, return address, state of Louisiana Contractor's License number and date and time bids are due. Bids received after the published deadline will not be accepted.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

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

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

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Thelma Bowers, Contract Administrator**. Procurement will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of addenda with their submissions.

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

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

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

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

**3.6.1.3 (2)** Affirmative steps must include:

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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

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

**HOUSING AUTHORITY OF NEW ORLEANS, LA**

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

**3.7 Pre-bid Conference.** A pre-bid conference is scheduled for [insert] at [insert]. via Zoom (Meeting ID: 822 2530 6259; Passcode: 430635)

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

[Table No. 5]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Description
3.8.1	1.0		This IFB Document
3.8.2	2.0		"No-Bid" Response Form
3.8.3	3.0	A	Form of Bid
3.8.4	4.0	B	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i>



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

**3.9 BID RESULTS.**

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

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

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

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

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

**4.1.1** By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency,” including the contract clauses already attached as Attachments G and G-1 through G-4, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

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

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

**4.2.1.2 E-Verify Affidavit.** The Contractor must certify compliance with Louisiana’s E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment G-4 to this IFB document. This 1-page

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the bid submittal – only the awarded bidder(s) will be required to do so as a part of the contract execution).

- 4.2.2 Assignment of Personnel.** HANO shall retain the right to demand and receive a change in personnel assigned to the work if HANO believes that such change is in the best interest of HANO and the completion of the contracted work.
- 4.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of HANO. Any purported assignment of interest or delegation of duty, without the prior written consent of HANO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by HANO.
- 4.3 Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written “Notice to Proceed” (NTP) issued by the local authority. The Contractor shall complete the work in (\*) calendar days which includes the time to order equipment and to install. The work shall be considered complete only when the Local Authority has issued its formal “Certificate of Acceptance”.
- 4.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:
- 4.4.1 The project shall be awarded only to contractors who are licensed under State of Louisiana Contractors License Law La. R.S. 37:2150-2192 with a major classification in Mechanical.**
- 4.4.2 Workers Compensation Insurance.** An original certificate evidencing the bidder’s current industrial (worker’s compensation) insurance carrier and coverage amount not less than \$100,000.00 (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 4.4.3 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HANO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HANO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

deductible amount of \$50,000); **Automobile Insurance.** An original certificate showing the bidder’s automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

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

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

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

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

**Index of Tables**

[Table No. 8]

Table	Description	Page
1	Table of Contents	2
2	IFB Information at a Glance	3
4	Pricing Items	8
5	Recap of Attachments	13
8	Index of Tables	16

# Appendix A Technical Specifications



## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
 <b><u>DIVISION 0 – BID DOCUMENTS</u></b>	
FRONT END DOCUMENTS	
 <b><u>DIVISION 1 – GENERAL REQUIREMENTS</u></b>	
01010 - SUMMARY OF WORK.....	3 pages
01045 - CUTTING AND PATCHING.....	3 pages
01300 – SUBMITTALS.....	4 pages
01370 – SCHEDULE OF VALUES.....	1 page
01600 – MATERIALS AND EQUIPMENT.....	4 pages
01700 – PROJECT CLOSEOUT.....	8 pages
 <b><u>TECHNICAL SPECIFICATIONS</u></b>	
230593 – TESTING, ADJUSTING AND BALANCING FOR HVAC.....	10 pages
238219 – FAN COIL UNITS.....	5 pages
– PRODUCT DATE FOR BASIS OF DESIGN.....	53 pages

## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 – GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SCOPE OF WORK**

###### **THE BASE BID**

- A. Contractor to remove existing fan coil units as indicated in the documents. Removal shall be in such a manner as to prep items to remain for future connection to new unit.
- B. Contractor to install new fan coil unit in each apartment and corridor locations as indicated in the documents.
- C. Contractor shall follow installation sequencing as indicated in the documents. All procedures required to perform the removal and installation of the new fan coil units shall be followed for each installation.

##### **1.3 GENERAL**

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer/architect.
- B. The Contractor shall perform the work and make ready for use of the building. If any damages to existing equipment or the building are made during construction, contractor will rectify at his own cost.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.
- D. Protect all existing building components and contents from damage. It is intended that any existing building components and contents in place shall be repaired to original condition if damaged by work of this Contract.
- E. Contractor shall verify all field and project conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E ten (10) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.
- F. The work “provide” as used in these specifications and on the drawings will be termed to mean “furnish and install”.
- G. Visit and examine the project site with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be

performed thereon. No additional compensation will be allowed for failure to be so informed.

- H. All work shall be performed in a neat and workmanlike manner and in accordance with all codes, standards, and requirements of the industry.
- I. Check all specifications and all drawings and bring to the attention of the A/E any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and / or labor for construction of work specified herein and shown on drawings.
- K. The Contractor shall pay for all taxes, license, and permits required for execution of the work. Note: This is a sales tax-exempt project. Refer to the Front-End documents in Bid Package.
- L. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, provide request of clarifications in writing to HANO's Procurement Department. Refer to Front-End Documents in Bid Package.
- M. The drawings and the specifications are complementary and what is shown and/or called for shall be furnished and installed the same as if shown and/or called for in the other.
- N. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, submit requests for clarifications in writing to HANO's Procurement Department. Refer to the Front-End Documents in the Bid Package. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

#### **1.4 WORK SEQUENCE**

- A. Work to be sequenced as indicated in the documents. Access to residential units shall be coordinated with Guste property management and HANO. HANO and Guste property management shall be notified a minimum of three (3) business days prior to beginning work within a unit.
- B. No work shall be scheduled within a residential unit until all materials required for that work is available and ready for installation.

#### **1.5 CONTRACTOR USE OF PREMISES**

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract documents, and the Owner.
- B. Do not unreasonably encounter the site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move stored products which interfere with operation of Owner.
- C. Do not load structures with weight that will endanger structure.
- D. Use of site – Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Architect, HANO and Property Manager of GHRMC.



- E. In no case shall the work interfere with existing streets, drives, walks, passageways, exit access ways, pedestrian traffic, and the like. Comply with provisions of the contract and regulatory of the contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations to ensure the least inconvenience to the general public.

## **1.6 CONSTRUCTION AREAS**

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

**END OF SECTION**

## SECTION 01045

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### **1.1** RELATED DOCUMENTS

Drawings and general provisions of contract, including General and Supplementary Conditions and Division-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. Uncover portions of the work to provide for installation of proposed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract documents.

##### **1.4** SUBMITTALS

- A. For cutting not indicated to be performed in the documents, submit a written request to A/E three (3) working days in advance of executing any cutting or alteration which affects:
  - 1. The structural value or integrity of any element of the Project.
  - 2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  - 3. The efficiency, operational life, maintenance, or safety of operational elements.
  - 4. The visual quality of sight-exposed elements.
- B. The request shall include:
  - 1. Identification of the Project.
  - 2. Description of the affected work.
  - 3. The necessity for cutting, alteration, or excavation.
  - 4. The effect on the structural or weatherproof integrity of the Project.

5. Description of the proposed work:
    - a. The scope of cutting, patching, alteration, or excavation.
    - b. The trades who will execute the work.
    - c. Products proposed to be used.
    - d. The extent of refinishing to be done.
  6. Alternatives to cutting and patching.
  7. Cost proposal, when applicable.
- 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 existing building components and contents and will provide proper surfaces to receive installation of repairs.
- B. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- C. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract documents.
- D. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
  - 1. For continuous surfaces, refinish to nearest expansion joint.
  - 2. For an assembly, refinish the entire unit.

**END OF SECTION**

## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 – GENERAL**

##### **1.1 GENERAL:**

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

##### **1.2 DESCRIPTION OF WORK:**

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

- 1. Submittal Schedule
- 2. Shop Drawings
- 3. Product Data
- 4. Samples

- B. Administrative Submittals:

- 1. Refer to Division-1 and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
  - a. Permits
  - b. Applications for payment
  - c. Performance and payment bonds
  - d. Insurance Certificates

##### **1.3 SUBMITTAL PROCEDURES:**

- A. Submittal Preparation:

- 1. Place a permanent label, title block, or submittal data sheet (sample at end of this Section) attached to each individual submittal for identification.
- 2. Include the following information on the label for processing and recording action taken:
  - a. Project name
  - b. Date
  - c. Name and address of Architect
  - d. Name and address of General Contractor
  - e. Name and address of Owner
  - f. Name, phone number and address of subcontractor
  - g. Name, phone number and address of supplier
  - h. Name and phone number of manufacturer and his representative
  - i. Number and title of appropriate Specification Section and Article/ Paragraph, as appropriate
  - j. Drawing number and detail references, as appropriate
  - k. General Contractor's review stamp
  - l. Area for Architect's review comments

#### **1.4 SUBMITTAL SCHEDULE:**

- A. The General Contractor shall prepare and submit to the Architect prior to the Date of Commencement a schedule of Shop Drawings and Submittals as required in the Contract Documents. Schedule shall fix dates for submission, and the lead time for each submittal as related to requirements for return receipt for submittal to expedite delivery of material to maintain Progress Schedule. It is to be understood that this Schedule will be subject to change from time to time in accordance with the progress of the work.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the General Contractor's construction schedule.
- C. Submittal log shall be updated by the General Contractor monthly until all submittals are approved by the Architect and related Consultants.

#### **1.5 STAFF NAMES:**

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

#### **1.6 LIST OF SUBCONTRACTORS:**

- A. The list of subcontractors required shall be submitted to the Architect no later than ten (10) days from the Date of Commencement. This list shall include the names of manufacturers, material suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into this project.
- B. The General Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

#### **1.7 SHOP DRAWINGS:**

- A. General:
  - 1. Each submittal shall be complete with a "Submittal Data" sheet completely filled out with all requested information including the General Contractor's stamp. A sample "Submittal Data" sheet is included at the end of this section.
  - 2. All submittals shall be dated and shall contain the project name; description or names of equipment; materials or equipment which are to be installed, reference to the Section of Specifications where it is specified and Drawing number where shown.
- B. Shop Drawings:
  - 1. Submit legible, reproducible prints of each drawing. Each drawing shall have a clear space for stamps. When phrase "by others" appears on Shop Drawings, General Contractor shall indicate on drawing who is to furnish material or operations so marked before submittal. When Shop Drawings are checked "resubmit", or words of like meaning, General Contractor shall correct and submit new reproducible prints for approval to the Architect. After completion of checking of each submission of Shop Drawings, the Architect will return prints to General Contractor. For use of all trades, the General Contractor shall provide such numbers of prints as are required for field distribution.
  - 2. General Contractor shall review and approve submittals prior to submission to Architect.

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). Flash drive(s) shall be labeled: R \$ R FAN COIL UNITS AT GUSTE - SHOP DRAWINGS.

**1.8 SAMPLES:**

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

**1.9 DELIVERABLES OF SUBMITTALS:**

- A. Submit to HANO shall receive one (1) hard copy and one (1) electronic copy in PDF on flash drive(s) of all "Approved" submittals. Flash drive(s) shall be labeled: R& R FAN COIL UNITS AT GUSTE SHOP DRAWINGS..

**PART 2 – PRODUCTS**

Not applicable

**PART 3 – EXECUTION**

Not applicable

SEE SAMPLE SUBMITTAL DATA SHEET NEXT PAGE

**END OF SECTION \_\_\_\_\_**

**SUBMITTAL DATA**

SUBMITTAL DATE:

NAME OF PROJECT:

OWNER:

ARCHITECT:

CONTRACTOR:

SUBCONTRACTOR:

SUPPLIER/ MANUFACTURER:

SPECIFICATION DIVISION NO.:

SPECIFICATION PARAGRAPH NO.:

DRAWING REFERENCE: CONTRACTOR'S

APPROVAL STAMP:



## **SECTION 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 01300 – Submittals

#### 1.3 SUBSTANTIAL COMPLETION

##### A. General:

1. The Work will only be considered suitable for Substantial Completion when all work indicated in the bid documents is complete and performing its intended function. 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 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Testing, Adjusting, and Balancing of Hydronic Piping Systems:
  - a. Variable-flow hydronic systems.
2. Testing, adjusting, and balancing of existing HVAC systems and equipment.
3. Pipe leakage tests verification.
4. HVAC-control system verification.

#### 1.2 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. TAB: Testing, adjusting, and balancing.
- C. TABB: Testing, Adjusting, and Balancing Bureau.
- D. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- E. TDH: Total dynamic head.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within **60** days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Examination Report: Submit a summary report of the examination review required in "Examination" Article.
- C. Certified TAB reports.
- D. Sample report forms.
- E. Instrument calibration reports, to include the following:
  1. Instrument type and make.
  2. Serial number.
  3. Application.
  4. Dates of use.
  5. Dates of calibration.

#### 1.4 QUALITY ASSURANCE

- A. TAB Specialists Qualifications, Certified by AABC:
  - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
  - 2. TAB Technician: Employee of the TAB specialist and certified by AABC.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."
- D. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

#### 1.5 FIELD CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data, including fan and pump curves.
  - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment

performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- I. Examine temporary and permanent strainers. Verify that temporary strainer screens used during system cleaning and flushing have been removed and permanent strainer baskets are installed and clean.
- J. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- K. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- L. Examine operating safety interlocks and controls on HVAC equipment.
- M. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes the following:
  - 1. Equipment and systems to be tested.
  - 2. Strategies and step-by-step procedures for balancing the systems.
  - 3. Instrumentation to be used.
  - 4. Sample forms with specific identification for all equipment.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
  - 1. Airside:
    - a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    - b. Clean filters are installed.
    - c. Fans are operating, free of vibration, and rotating in correct direction.
    - d. Automatic temperature-control systems are operational.
    - e. Suitable access to balancing devices and equipment is provided.
  - 2. Hydronics:



- a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
- b. Piping is complete with terminals installed.
- c. Water treatment is complete.
- d. Systems are flushed, filled, and air purged.
- e. Strainers are pulled and cleaned.
- f. Control valves are functioning in accordance with the sequence of operation.
- g. Shutoff and balance valves have been verified to be 100 percent open.
- h. Suitable access to balancing devices and equipment is provided.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system in accordance with the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.
  - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  - 2. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
  - 3. Install and join new insulation that matches removed materials.
- C. Mark equipment and balancing devices, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.4 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT

- A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
  - 1. Chilled water and heating hot water risers.
  - 2. Fan coil units.
  - 3. Differential pressure sensors.

### 3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' Record drawings duct layouts.
- C. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

- E. Verify that motor starters are equipped with properly sized thermal protection.
- F. Check for airflow blockages.
- G. Check condensate drains for proper connections and functioning.
- H. Check for proper sealing of air-handling-unit components.

### 3.6 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure total airflow.
    - a. Where duct conditions allow, measure airflow by main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.
    - b. Where duct conditions are unsuitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
  - 2. Measure fan static pressures as follows:
    - a. Measure static pressure directly at the fan outlet or through the flexible connection.
    - b. Measure static pressure directly at the fan inlet or through the flexible connection.
    - c. Measure static pressure across each component that makes up the air-handling system.
    - d. Report artificial loading of filters at the time static pressures are measured.
  - 3. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
  - 4. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Verify final system conditions.
  - 1. Re-measure and confirm that total airflow is within design.
  - 2. Re-measure all final fan operating data, speed, volts, amps, and static profile.
  - 3. Mark all final settings.
  - 4. Measure and record all operating data.
  - 5. Record final fan-performance data.

### 3.7 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two-way control valves by setting systems at maximum flow through heat-exchange terminals, and proceed as specified above for hydronic systems.

- B. Adjust the variable-flow hydronic system as follows:
1. Verify that the pressure-differential sensor(s) is located as indicated.
  2. Determine whether there is diversity in the system.
- C. For systems with flow diversity:
1. Adjust pumps to deliver total design flow.
    - a. Measure total water flow.
      - 1) Position valves for full flow through coils.
      - 2) Measure flow by main flow meter, if installed.
      - 3) If main flow meter is not installed, determine flow by pump TDH or known equipment pressure drop.
    - b. Monitor motor performance during procedures, and do not operate motor in an overloaded condition.
  2. Adjust flow-measuring devices installed in mains and branches to design water flows.
    - a. Measure flow in main and branch pipes.
    - b. Adjust main and branch balance valves for design flow.
    - c. Re-measure each main and branch after all have been adjusted.
  3. Adjust flow-measuring devices installed at terminals for each space to design water flows.
    - a. Measure flow at terminals.
    - b. Adjust each terminal to design flow.
    - c. Re-measure each terminal after it is adjusted.
    - d. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
    - e. Perform temperature tests after flows have been balanced.
  4. For systems with pressure-independent valves at terminals:
    - a. Measure differential pressure, and verify that it is within manufacturer's specified range.
    - b. Perform temperature tests after flows have been verified.
  5. For systems without pressure-independent valves or flow-measuring devices at terminals:
    - a. Measure and balance coils by either coil pressure drop or temperature method.
    - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.
  6. Open control valves that were shut. Close a sufficient number of control valves that were previously open to maintain diversity, and balance terminals that were just opened.
  7. Prior to verifying final system conditions, determine system pressure-differential set point(s).
  8. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion, open discharge valve 100 percent, and allow variable-

frequency controller to control system differential-pressure set point. Record pump data under both conditions.

9. Mark final settings and verify that memory stops have been set.
10. Verify final system conditions as follows:
  - a. Re-measure and confirm that total water flow is within design.
  - b. Re-measure final pumps' operating data, TDH, volts, amps, speed, and static profile.
  - c. Mark final settings.

### 3.8 PIPE LEAKAGE TESTS

- A. Witness the pipe pressure testing performed by Installer.
- B. Verify that proper test methods are used and that leakage rates are within specified limits.
- C. Report deficiencies observed.

### 3.9 HVAC CONTROLS VERIFICATION

- A. In conjunction with system balancing, perform the following:
  1. Verify HVAC control system is operating within the design limitations.
  2. Confirm that the sequences of operation are in compliance with Contract Documents.
  3. Verify that controllers are calibrated and function as intended.
  4. Verify that controller set points are as indicated.
  5. Verify that controlled devices are properly installed and connected to correct controller.
  6. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
  7. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.
- B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

### 3.10 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
  1. Supply, Return, and Equipment with Fans: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.
  2. Heating-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm within 10 percent.
  3. Chilled-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm, within 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

### 3.11 PROGRESS REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.
- B. Status Reports: Prepare progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

### 3.12 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  - 2. Include a list of instruments used for procedures, along with proof of calibration.
  - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
  - 1. Manufacturers' test data.
  - 2. Field test reports prepared by system and equipment installers.
  - 3. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
  - 1. Title page.
  - 2. Name and address of the TAB specialist.
  - 3. Project name.
  - 4. Project location.
  - 5. Architect's name and address.
  - 6. Engineer's name and address.
  - 7. Contractor's name and address.
  - 8. Report date.
  - 9. Signature of TAB supervisor who certifies the report.
  - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  - 11. Summary of contents, including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.
  13. Data for units, including manufacturer's name, type, size, and fittings.
  14. Notes to explain why certain final data in the body of reports vary from indicated values.
  15. Test conditions for fans performance forms, including the following:
    - a. Conditions of filters.
    - b. Cooling coil, wet- and dry-bulb conditions.
    - c. Heating coil, dry-bulb conditions.
    - d. Face and bypass damper settings at coils.
    - e. Fan drive settings, including settings and percentage of maximum pitch diameter.
    - f. Settings for pressure controller(s).
    - g. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Water flow rates.
  2. Pipe and valve sizes and locations.
  3. Balancing stations.
  4. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units, include the following:
1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Number, type, and size of filters.
  2. Motor Data:
    - a. Motor make, and frame type and size.
    - b. Horsepower and speed.
    - c. Volts, phase, and hertz.
    - d. Full-load amperage and service factor.
  3. Test Data (Indicated and Actual Values):
    - a. Total airflow rate in cfm
    - b. Total system static pressure in inches wg
    - c. Inlet and discharge static pressure in inches wg
    - d. Cooling-coil static-pressure differential in inches wg
    - e. Heating-coil static-pressure differential in inches wg
    - f. Return airflow in cfm (L/s).
- F. Instrument Calibration Reports:
1. Report Data:
    - a. Instrument type and make.

- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

### 3.13 VERIFICATION OF TAB REPORT

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of Construction Manager.
- B. Prepare test and inspection reports.

### 3.14 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

## SECTION 238219 - FAN COIL UNITS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes ductless fan coil units and accessories.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Include diagrams for power, signal, and control wiring.
- C. Samples: For units with factory-applied color finishes.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans, reflected ceiling plans, and other details, drawn to scale and coordinated with each other based on input from installers of the items involved:
- B. Field quality-control reports.
- C. Sample warranty.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."



## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Factory-packaged and -tested units rated according to AHRI 440, ASHRAE 33, and UL 1995.

### 2.2 FAN COIL UNITS

- A. Basis of Design: The products and systems as specified herein are to indicate the minimum standards that must be met to be approved for installation. For this project, the "Basis of Design" are Williams HP Vertical concealed fan coil units Model CV due to limitations on space, piping connections and ductwork connections. Fan coil units adhering to another manufacturer must submit documentation showing the standards set by the "Basis of Design" system is equivalent or better. If submitted documentation does not indicate equivalence, the proposed substitution will be rejected.
- B. Fan Coil Unit Configurations:
  - 1. Number of Heating Coils: One with two-pipe system.
  - 2. Number of Cooling Coils: One with two-pipe system.
- C. Coil Section Insulation: 1/2-inch thick, coated glass fiber complying with ASTM C1071 and attached with adhesive complying with ASTM C916.
  - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E84 by a qualified testing agency.
  - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. Coil Section Insulation: Insulate coil section according to Section 230616 "HVAC Equipment Insulation."
  - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E84 by a qualified testing agency.
  - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- E. Main and Auxiliary Drain Pans: Insulated galvanized steel. Fabricate pans and drain connections to comply with ASHRAE 62.1.
- F. Chassis: Galvanized steel where exposed to moisture. Floor-mounting units shall have leveling screws.
- G. Cabinet: Galvanized steel with factory prime coating

1. Vertical Unit Front Panels: Removable, steel, with channel-formed edges, cam fasteners, and insulation on back of panel.
- H. Filters: Minimum efficiency reporting value (MERV) according to ASHRAE 52.2 and all addendums.
1. MERV Rating: 8 when tested according to ASHRAE 52.2.
- I. Hydronic Coils: Copper tube with mechanically bonded aluminum fins spaced no closer than 0.1 inch, rated for a minimum working pressure of 200 psig and a maximum entering-water temperature of 220 deg F. Include manual air vent and drain valve.
- J. Fan and Motor Board: Removable.
1. Fan: Forward curved, double width, centrifugal; directly connected to motor. Thermoplastic or painted-steel wheels, and aluminum, painted-steel, or galvanized-steel fan scrolls.
  2. Motor: Permanently lubricated, multispeed; resiliently mounted on motor board. Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."
  3. Wiring Termination: Connect motor to chassis wiring with plug connection.
- K. Factory, Hydronic Piping Package: ASTM B88, Type L copper tube with wrought-copper fittings and brazed joints. Label piping to indicate service, inlet, and outlet.
1. Two-way, modulating control valve for chilled-water coil.
  2. Two-way, modulating control valve for hot-water heating coil.
  3. Hose Kits: Minimum 400-psig working pressure and operating temperatures from 33 to 211 deg F. Tag hose kits to equipment designations.
    - a. Minimum Diameter: Equal to fan coil unit connection size.
  4. Two-Piece Ball Valves: Bronze body with full-port, chrome-plated bronze ball; PTFE or TFE seats; and 600-psig minimum CWP rating and blowout-proof stem.
  5. Calibrated-Orifice Balancing Valves: Bronze body, ball type; 125-psig (860-kPa) working pressure, 250 deg F maximum operating temperature; with calibrated orifice or venturi, connections for portable differential pressure meter with integral seals, threaded ends, and a memory stop to retain set position.
  6. Automatic Flow-Control Valve: Brass or ferrous-metal body; 300-psig working pressure at 250 deg F; with removable, corrosion-resistant, tamperproof, self-cleaning piston spring; factory set to maintain constant indicated flow with plus or minus 10 percent over differential pressure range of 2 to 80 psig.
  7. Y-Pattern Hydronic Strainers: Cast-iron body (ASTM A126, Class B); 125-psig working pressure; with threaded connections, bolted cover, perforated stainless-steel basket, and bottom drain connection. Include minimum NPS 1/2 (DN 15) hose-end, full-port, ball-type blowdown valve in drain connection.
  8. Wrought-Copper Unions: ASME B16.22.
  9. Risers: ASTM B88, Type L copper pipe with hose and ball valve for system flushing.
- L. Basic Unit Controls:
1. Control voltage transformer.
  2. Wall-mounting or Unit-mounted thermostat with the following features:

- a. Heat-cool-off switch.
- b. Fan on-auto switch.
- c. Fan-speed switch.
- d. Automatic changeover.
- e. Adjustable deadband.
- f. Exposed set point.
- g. Exposed indication.
- h. Degree F indication.

M. Terminal Controller:

1. Hydronic-Cooling-Coil Operation:

- a. Occupied Periods: Modulate control valve to maintain room temperature.
- b. Unoccupied Periods: Close control valve.

2. Dual-Temperature Hydronic-Coil Operation:

- a. Occupied Periods: When chilled water is available, modulate control valve if room temperature exceeds thermostat set point. When hot water is available, open control valve if temperature falls below thermostat set point.
- b. Unoccupied Periods: When chilled water is available, close control valve. When hot water is available, modulate control valve if room temperature falls below thermostat setback temperature.

3. Controller shall have volatile-memory backup.

N. Electrical Connection: Factory wire motors and controls for a single electrical connection.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Install fan coil units level and plumb.
- B. Install fan coil units to comply with NFPA 90A.
- C. Verify locations of thermostats with Drawings and room details before installation. Install devices in existing locations.
- D. Install new filters in each fan coil unit within two weeks after Substantial Completion.
- E. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
  - 1. Install piping adjacent to machine to allow service and maintenance.
  - 2. Connect piping to fan coil unit factory hydronic piping package. Install piping package if shipped loose.
  - 3. Connect condensate drain to indirect waste.

- a. Install condensate trap of adequate depth to seal against fan pressure. Install cleanouts in piping at changes of direction.
- F. Ground equipment and connect to existing wiring and disconnect switch as required.

### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

### 3.3 ADJUSTING

- A. Adjust initial temperature and humidity set points.
- B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

END OF SECTION 238219

## SECTION 238219 - FAN COIL UNITS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes ductless fan coil units and accessories.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Include diagrams for power, signal, and control wiring.
- C. Samples: For units with factory-applied color finishes.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Floor plans, reflected ceiling plans, and other details, drawn to scale and coordinated with each other based on input from installers of the items involved:
- B. Field quality-control reports.
- C. Sample warranty.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Factory-packaged and -tested units rated according to AHRI 440, ASHRAE 33, and UL 1995.

### 2.2 FAN COIL UNITS

- A. Fan Coil Unit Configurations:
  - 1. Number of Heating Coils: One with two-pipe system.
  - 2. Number of Cooling Coils: One with two-pipe system.
- B. Coil Section Insulation: 1/2-inch thick, coated glass fiber complying with ASTM C1071 and attached with adhesive complying with ASTM C916.
  - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E84 by a qualified testing agency.
  - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- C. Coil Section Insulation: Insulate coil section according to Section 230616 "HVAC Equipment Insulation."
  - 1. Surface-Burning Characteristics: Insulation and adhesive shall have a combined maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E84 by a qualified testing agency.
  - 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. Main and Auxiliary Drain Pans: Insulated galvanized steel. Fabricate pans and drain connections to comply with ASHRAE 62.1.
- E. Chassis: Galvanized steel where exposed to moisture. Floor-mounting units shall have leveling screws.
- F. Cabinet: Galvanized steel with factory prime coating
  - 1. Vertical Unit Front Panels: Removable, steel, with channel-formed edges, cam fasteners, and insulation on back of panel.
- G. Filters: Minimum efficiency reporting value (MERV) according to ASHRAE 52.2 and all addendums.
  - 1. MERV Rating: 8 when tested according to ASHRAE 52.2.

- H. Hydronic Coils: Copper tube with mechanically bonded aluminum fins spaced no closer than 0.1 inch, rated for a minimum working pressure of 200 psig and a maximum entering-water temperature of 220 deg F. Include manual air vent and drain valve.
- I. Fan and Motor Board: Removable.
  - 1. Fan: Forward curved, double width, centrifugal; directly connected to motor. Thermoplastic or painted-steel wheels, and aluminum, painted-steel, or galvanized-steel fan scrolls.
  - 2. Motor: Permanently lubricated, multispeed; resiliently mounted on motor board. Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."
  - 3. Wiring Termination: Connect motor to chassis wiring with plug connection.
- J. Factory, Hydronic Piping Package: ASTM B88, Type L copper tube with wrought-copper fittings and brazed joints. Label piping to indicate service, inlet, and outlet.
  - 1. Two-way, modulating control valve for chilled-water coil.
  - 2. Two-way, modulating control valve for hot-water heating coil.
  - 3. Hose Kits: Minimum 400-psig working pressure and operating temperatures from 33 to 211 deg F. Tag hose kits to equipment designations.
    - a. Minimum Diameter: Equal to fan coil unit connection size.
  - 4. Two-Piece Ball Valves: Bronze body with full-port, chrome-plated bronze ball; PTFE or TFE seats; and 600-psig minimum CWP rating and blowout-proof stem.
  - 5. Calibrated-Orifice Balancing Valves: Bronze body, ball type; 125-psig (860-kPa) working pressure, 250 deg F maximum operating temperature; with calibrated orifice or venturi, connections for portable differential pressure meter with integral seals, threaded ends, and a memory stop to retain set position.
  - 6. Automatic Flow-Control Valve: Brass or ferrous-metal body; 300-psig working pressure at 250 deg F; with removable, corrosion-resistant, tamperproof, self-cleaning piston spring; factory set to maintain constant indicated flow with plus or minus 10 percent over differential pressure range of 2 to 80 psig.
  - 7. Y-Pattern Hydronic Strainers: Cast-iron body (ASTM A126, Class B); 125-psig working pressure; with threaded connections, bolted cover, perforated stainless-steel basket, and bottom drain connection. Include minimum NPS 1/2 (DN 15) hose-end, full-port, ball-type blowdown valve in drain connection.
  - 8. Wrought-Copper Unions: ASME B16.22.
  - 9. Risers: ASTM B88, Type L copper pipe with hose and ball valve for system flushing.
- K. Basic Unit Controls:
  - 1. Control voltage transformer.
  - 2. Wall-mounting or Unit-mounted thermostat with the following features:
    - a. Heat-cool-off switch.
    - b. Fan on-auto switch.
    - c. Fan-speed switch.
    - d. Automatic changeover.
    - e. Adjustable deadband.
    - f. Exposed set point.
    - g. Exposed indication.

- h. Degree F indication.
- L. Terminal Controller:
  - 1. Hydronic-Cooling-Coil Operation:
    - a. Occupied Periods: Modulate control valve to maintain room temperature.
    - b. Unoccupied Periods: Close control valve.
  - 2. Dual-Temperature Hydronic-Coil Operation:
    - a. Occupied Periods: When chilled water is available, modulate control valve if room temperature exceeds thermostat set point. When hot water is available, open control valve if temperature falls below thermostat set point.
    - b. Unoccupied Periods: When chilled water is available, close control valve. When hot water is available, modulate control valve if room temperature falls below thermostat setback temperature.
  - 3. Controller shall have volatile-memory backup.
- M. Electrical Connection: Factory wire motors and controls for a single electrical connection.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install fan coil units level and plumb.
- B. Install fan coil units to comply with NFPA 90A.
- C. Verify locations of thermostats with Drawings and room details before installation. Install devices in existing locations.
- D. Install new filters in each fan coil unit within two weeks after Substantial Completion.
- E. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
  - 1. Install piping adjacent to machine to allow service and maintenance.
  - 2. Connect piping to fan coil unit factory hydronic piping package. Install piping package if shipped loose.
  - 3. Connect condensate drain to indirect waste.
    - a. Install condensate trap of adequate depth to seal against fan pressure. Install cleanouts in piping at changes of direction.
- F. Ground equipment and connect to existing wiring as required.



### 3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

### 3.3 ADJUSTING

- A. Adjust initial temperature and humidity set points.
- B. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

**END OF SECTION 238219**

## SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Testing, Adjusting, and Balancing of Hydronic Piping Systems:
  - a. Variable-flow hydronic systems.
2. Testing, adjusting, and balancing of existing HVAC systems and equipment.
3. Pipe leakage tests verification.
4. HVAC-control system verification.

#### 1.2 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. TAB: Testing, adjusting, and balancing.
- C. TABB: Testing, Adjusting, and Balancing Bureau.
- D. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
- E. TDH: Total dynamic head.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within **60** days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Examination Report: Submit a summary report of the examination review required in "Examination" Article.
- C. Certified TAB reports.
- D. Sample report forms.
- E. Instrument calibration reports, to include the following:
  1. Instrument type and make.
  2. Serial number.
  3. Application.
  4. Dates of use.
  5. Dates of calibration.

## 1.4 QUALITY ASSURANCE

- A. TAB Specialists Qualifications, Certified by AABC:
  - 1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.
  - 2. TAB Technician: Employee of the TAB specialist and certified by AABC.
- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."
- D. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

## 1.5 FIELD CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as test ports, gauge cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data, including fan and pump curves.
  - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
  - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment

performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.
- I. Examine temporary and permanent strainers. Verify that temporary strainer screens used during system cleaning and flushing have been removed and permanent strainer baskets are installed and clean.
- J. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- K. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- L. Examine operating safety interlocks and controls on HVAC equipment.
- M. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### 3.2 PREPARATION

- A. Prepare a TAB plan that includes the following:
  - 1. Equipment and systems to be tested.
  - 2. Strategies and step-by-step procedures for balancing the systems.
  - 3. Instrumentation to be used.
  - 4. Sample forms with specific identification for all equipment.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
  - 1. Airside:
    - a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
    - b. Clean filters are installed.
    - c. Fans are operating, free of vibration, and rotating in correct direction.
    - d. Automatic temperature-control systems are operational.
    - e. Suitable access to balancing devices and equipment is provided.
  - 2. Hydronics:

- a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
- b. Piping is complete with terminals installed.
- c. Water treatment is complete.
- d. Systems are flushed, filled, and air purged.
- e. Strainers are pulled and cleaned.
- f. Control valves are functioning in accordance with the sequence of operation.
- g. Shutoff and balance valves have been verified to be 100 percent open.
- h. Suitable access to balancing devices and equipment is provided.

### 3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system in accordance with the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment casings for installation of test probes to the minimum extent necessary for TAB procedures.
  1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
  2. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
  3. Install and join new insulation that matches removed materials.
- C. Mark equipment and balancing devices, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.4 TESTING, ADJUSTING, AND BALANCING OF HVAC EQUIPMENT

- A. Test, adjust, and balance HVAC equipment indicated on Drawings, including, but not limited to, the following:
  1. Coils.
  2. Fan coil units.

### 3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' Record drawings duct layouts.
- C. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

- E. Verify that motor starters are equipped with properly sized thermal protection.
- F. Check for airflow blockages.
- G. Check condensate drains for proper connections and functioning.
- H. Check for proper sealing of air-handling-unit components.

### 3.6 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
  - 1. Measure total airflow.
    - a. Where duct conditions allow, measure airflow by main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.
    - b. Where duct conditions are unsuitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
  - 2. Measure fan static pressures as follows:
    - a. Measure static pressure directly at the fan outlet or through the flexible connection.
    - b. Measure static pressure directly at the fan inlet or through the flexible connection.
    - c. Measure static pressure across each component that makes up the air-handling system.
    - d. Report artificial loading of filters at the time static pressures are measured.
  - 3. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
  - 4. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust air inlets and outlets for each space to indicated airflows.
  - 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
  - 2. Measure inlets and outlets airflow.
  - 3. Adjust each inlet and outlet for specified airflow.
  - 4. Re-measure each inlet and outlet after they have been adjusted.
- C. Verify final system conditions.
  - 1. Re-measure and confirm that total airflow is within design.
  - 2. Re-measure all final fan operating data, speed, volts, amps, and static profile.
  - 3. Mark all final settings.
  - 4. Measure and record all operating data.
  - 5. Record final fan-performance data.

### 3.7 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two-way control valves by setting systems at maximum flow through heat-exchange terminals, and proceed as specified above for hydronic systems.
- B. Adjust the variable-flow hydronic system as follows:
  - 1. Verify that the pressure-differential sensor(s) is located as indicated.
  - 2. Determine whether there is diversity in the system.
- C. For systems with flow diversity:
  - 1. Adjust pumps to deliver total design flow.
    - a. Measure total water flow.
      - 1) Position valves for full flow through coils.
      - 2) Measure flow by main flow meter, if installed.
      - 3) If main flow meter is not installed, determine flow by pump TDH or known equipment pressure drop.
    - b. Monitor motor performance during procedures, and do not operate motor in an overloaded condition.
  - 2. Adjust flow-measuring devices installed in mains and branches to design water flows.
    - a. Measure flow in main and branch pipes.
    - b. Adjust main and branch balance valves for design flow.
    - c. Re-measure each main and branch after all have been adjusted.
  - 3. Adjust flow-measuring devices installed at terminals for each space to design water flows.
    - a. Measure flow at terminals.
    - b. Adjust each terminal to design flow.
    - c. Re-measure each terminal after it is adjusted.
    - d. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
    - e. Perform temperature tests after flows have been balanced.
  - 4. For systems with pressure-independent valves at terminals:
    - a. Measure differential pressure, and verify that it is within manufacturer's specified range.
    - b. Perform temperature tests after flows have been verified.
  - 5. For systems without pressure-independent valves or flow-measuring devices at terminals:
    - a. Measure and balance coils by either coil pressure drop or temperature method.
    - b. If balanced by coil pressure drop, perform temperature tests after flows have been verified.

6. Open control valves that were shut. Close a sufficient number of control valves that were previously open to maintain diversity, and balance terminals that were just opened.
7. Prior to verifying final system conditions, determine system pressure-differential set point(s).
8. If the pump discharge valve was used to set total system flow with variable-frequency controller at 60 Hz, at completion, open discharge valve 100 percent, and allow variable-frequency controller to control system differential-pressure set point. Record pump data under both conditions.
9. Mark final settings and verify that memory stops have been set.
10. Verify final system conditions as follows:
  - a. Re-measure and confirm that total water flow is within design.
  - b. Re-measure final pumps' operating data, TDH, volts, amps, speed, and static profile.
  - c. Mark final settings.

### 3.8 PIPE LEAKAGE TESTS

- A. Witness the pipe pressure testing performed by Installer.
- B. Verify that proper test methods are used and that leakage rates are within specified limits.
- C. Report deficiencies observed.

### 3.9 HVAC CONTROLS VERIFICATION

- A. In conjunction with system balancing, perform the following:
  1. Verify HVAC control system is operating within the design limitations.
  2. Confirm that the sequences of operation are in compliance with Contract Documents.
  3. Verify that controllers are calibrated and function as intended.
  4. Verify that controller set points are as indicated.
  5. Verify that controlled devices are properly installed and connected to correct controller.
  6. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
  7. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.
- B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

### 3.10 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
  1. Supply, Return, and Equipment with Fans: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.



2. Air Outlets and Inlets: [Plus or minus 10 percent] [Plus 10 percent or minus 5 percent] <Insert value>. If design value is less than 100 cfm, within 10 cfm.
  3. Heating-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm within 10 percent.
  4. Chilled-Water Flow Rate: Plus or minus 5 percent. If design value is less than 10 gpm, within 10 percent.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

### 3.11 PROGRESS REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for system-balancing devices. Recommend changes and additions to system-balancing devices, to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance-measuring and -balancing devices.
- B. Status Reports: Prepare progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

### 3.12 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  2. Include a list of instruments used for procedures, along with proof of calibration.
  3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Manufacturers' test data.
  2. Field test reports prepared by system and equipment installers.
  3. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
  2. Name and address of the TAB specialist.
  3. Project name.
  4. Project location.
  5. Architect's name and address.
  6. Engineer's name and address.
  7. Contractor's name and address.

8. Report date.
  9. Signature of TAB supervisor who certifies the report.
  10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
  11. Summary of contents, including the following:
    - a. Indicated versus final performance.
    - b. Notable characteristics of systems.
    - c. Description of system operation sequence if it varies from the Contract Documents.
  12. Nomenclature sheets for each item of equipment.
  13. Data for units, including manufacturer's name, type, size, and fittings.
  14. Notes to explain why certain final data in the body of reports vary from indicated values.
  15. Test conditions for fans performance forms, including the following:
    - a. Settings for outdoor-, return-, and exhaust-air dampers.
    - b. Conditions of filters.
    - c. Cooling coil, wet- and dry-bulb conditions.
    - d. Heating coil, dry-bulb conditions.
    - e. Face and bypass damper settings at coils.
    - f. Fan drive settings, including settings and percentage of maximum pitch diameter.
    - g. Settings for pressure controller(s).
    - h. Other system operating conditions that affect performance.
  16. Test conditions for pump performance forms, including the following:
    - a. Variable-frequency controller settings for variable-flow hydronic systems.
    - b. Settings for pressure controller(s).
    - c. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Water flow rates.
  2. Pipe and valve sizes and locations.
  3. Balancing stations.
  4. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units, include the following:
1. Unit Data:
    - a. Unit identification.
    - b. Location.
    - c. Make and type.
    - d. Model number and unit size.
    - e. Manufacturer's serial number.
    - f. Number, type, and size of filters.
  2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and speed.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm
- b. Total system static pressure in inches wg
- c. Inlet and discharge static pressure in inches wg
- d. Cooling-coil static-pressure differential in inches wg
- e. Heating-coil static-pressure differential in inches wg
- f. Return airflow in cfm (L/s).

F. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.13 VERIFICATION OF TAB REPORT

- A. The TAB specialist's test and balance engineer shall conduct the inspection in the presence of **Construction Manager**.
- B. Prepare test and inspection reports.

3.14 ADDITIONAL TESTS

- A. Within [90] <Insert number> days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

**END OF SECTION 230593**



# GUSTE HIGH-RISE 1301 SIMONE BOLIVAR AVE. NEW ORLEANS LOUISIANA IFB# 23-912-04 REMOVE & REPLACE FAN COIL UNITS

REVISIONS	BY

**ECM Consultants, Inc.**  
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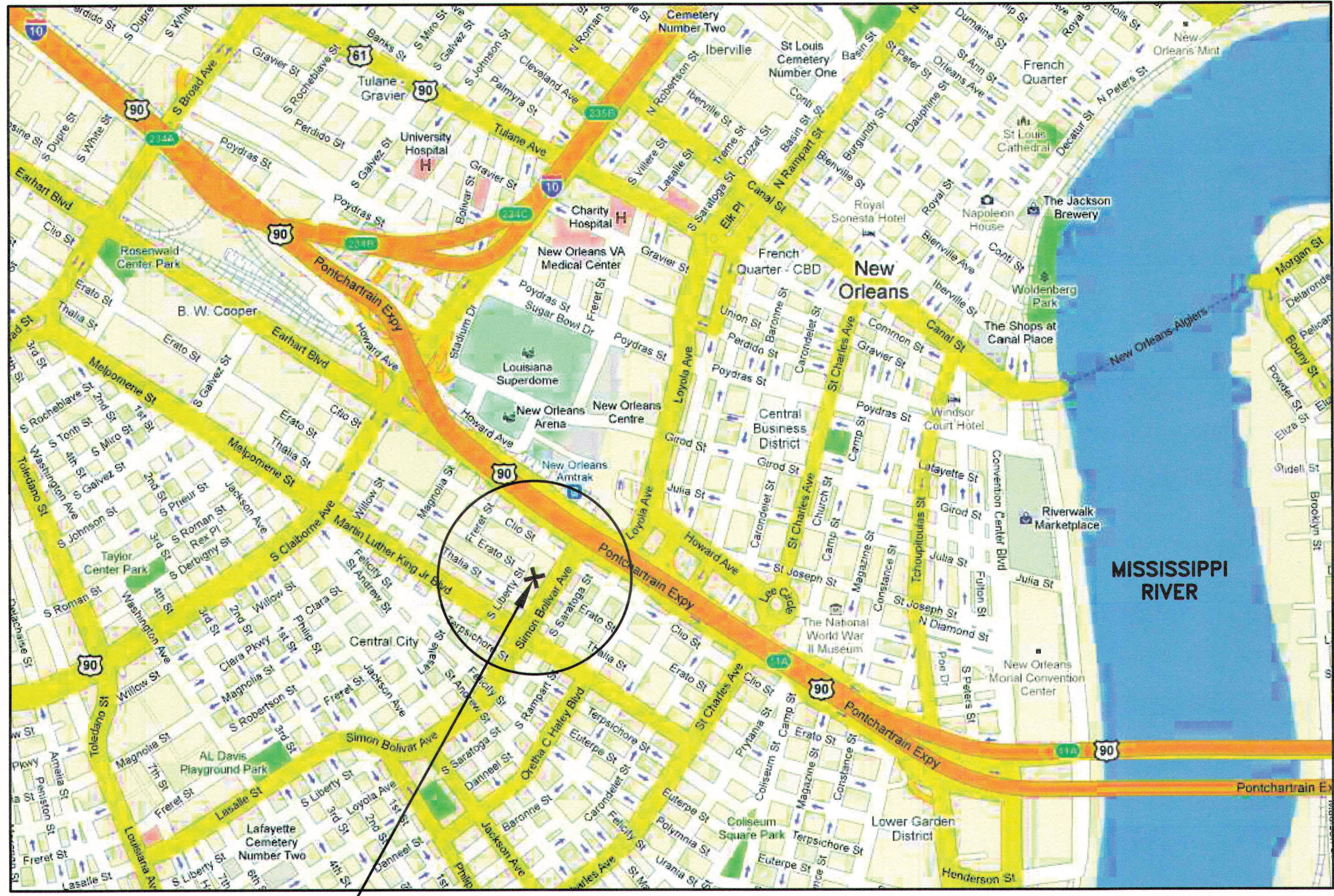
**HOUSING AUTHORITY OF NEW ORLEANS**  
 OWNER:  
 2051 SENATE ST. BUILDING B. RM. 202  
 NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS NEW ORLEANS LOUISIANA**  
 TITLESHEET

DRAWN	MLM
CHECKED	NGW
DATE	JUNE 26, 2022
SCALE	AS SHOWN
JOB NO.	22462.02
SHEET NO.	A0.0
1 OF 9 SHEETS	

**ABBREVIATIONS**

CLR.	CLEAR
CMU	CONCRETE MASONRY UNIT
CONC.	CONCRETE
DIM. PT.	DIMENSION POINT
EO	EDGE OF
E.F.	EXHAUST FAN
(E)	EXISTING
EX.	EXISTING
EXT.	EXTERIOR
F.F.	FINISH FLOOR
F.O.	FACE OF
FDN	FOUNDATION
GSM	GALVANIZED SHEET METAL
HDG	HOT DIPPED GALVANIZED
LAV.	LAVATORY
MFG.	MANUFACTURER
MTL	METAL
(N)	NEW
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O/	OVER
PT	PRESSURE TREATED
RA.	RETURN AIR
RAG	RETURN AIR GRILLE
S.A.M.	SELF ADHERING MEMBRANE
SIM	SIMILAR
STL	STEEL
STRL	STRUCTURAL
T.B.D.	TO BE DETERMINED
(TBR&R)	TO BE REMOVED AND REPLACED
T&B	TOP AND BOTTOM
T.O.	TOP OF
(TYP)	TYPICAL
U	UNDERCUT
(UIP)	USE IN PLACE



**GUSTE HIGH-RISE PROJECT LOCATION LOCATION MAP**

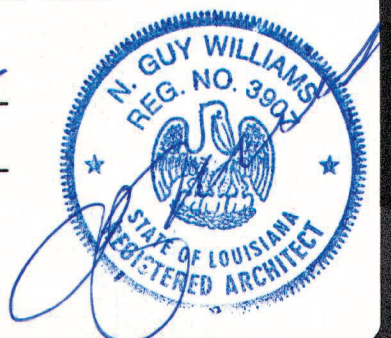
**SHEET INDEX**

A0.0	TITLESHEET
A0.1	GENERAL NOTES
M0.1	MECHANICAL NOTES
M1.0	EXISTING CONDITIONS + DEMOLITION
M2.0	2ND THRU 12TH FLOOR PLAN FCU DESIGNATIONS
M2.1	ENLARGED UNIT PLANS HVAC MODIFICATIONS
M2.2	ENLARGED CENTER LOBBY PLAN HVAC MODIFICATIONS
M3.0	MECHANICAL RISERS + SEQUENCE OF OPERATION
M3.1	MECHANICAL SCHEDULES + DETAILS

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 PHONE: (504) 670-3300  
 FAX: (504) 286-8788

**ECM PROJECT NO. 22462.02**  
 JUNE 26, 2022

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME, OR UNDER MY CLOSE PERSONAL SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THEY COMPLY WITH ALL CITY AND STATE REQUIREMENTS. I WILL OBSERVE THE WORK.  
 BY: *[Signature]*  
 REGISTRATION No: 3907 - 



**GENERAL NOTES:**

1. SCOPE OF WORK APPLIES ONLY TO GUSTE HIGH-RISE LOCATED AT 1301 SIMON BOLIVAR AVE, NEW ORLEANS, LOUISIANA. CONTRACTOR SHALL ASSUME ALL UNITS IN THE BUILDING ARE OCCUPIED. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT THE EXISTING FINISHES AND CONTENTS OF THE UNITS AND COMMON AREAS (WORK AREAS) AND TO MITIGATE ANY INCONVENIENCE TO THE RESIDENTS.
2. CONTRACTOR SHALL COORDINATE ALL WORK AND CONSTRUCTION ACTIVITIES WITH THE PROPERTY MANAGER AND HANO. PROPERTY MANAGER AND HANO SHALL BE NOTIFIED A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO BEGINNING ANY WORK IN ANY UNIT. PROPERTY MANAGEMENT CONTACT INFORMATION:  
 BRIAN POLLARD  
 GHRMC  
 (504)247-3128  
[BPOLLARD@GHRMC.ORG](mailto:BPOLLARD@GHRMC.ORG)  
  
 THE HANO REPRESENTATIVE'S CONTACT INFORMATION WILL BE PROVIDED AT THE PRECONSTRUCTION CONFERENCE.
3. THE USE OF THE GATED PARKING AREA NEXT TO THE BUILDING IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM PROPERTY MANAGEMENT AND HANO. DUMPSTERS WILL NOT BE ALLOWED WITHIN THE GATED AREA. CONTRACTOR PARKING SHALL BE LIMITED TO LEGAL STREET PARKING. CONTRACTOR VEHICLES THAT BLOCK DRIVES WILL BE SUBJECT TO BEING TOWED AT THE EXPENSE OF THE CONTRACTOR.
4. ALL MATERIALS SHALL BE NEW AND SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
5. NO WORK SHALL BEGIN UNTIL ALL MATERIALS ARE AVAILABLE AND READY FOR INSTALLATION IN ANY GIVEN WORK AREA IN THE BUILDING.
6. REMOVED MATERIALS SHALL BE REMOVED FROM THE BUILDING THE SAME DAY THAT THEY ARE REMOVED. REMOVED MATERIALS SHALL NOT BE LEFT IN THE UNITS NOR STORED ON SITE EXCEPT IN APPROVED DUMPSTERS. (NOTE: HANO HAS NO INTEREST IN RETAINING ANY SALVAGEABLE MATERIALS. SHOULD THE CONTRACTOR CHOOSE TO SALVAGE ANY MATERIALS, THEY MAY NOT BE SOLD ON-SITE.)
7. CONTRACTOR SHALL COORDINATE THE LOCATION OF DUMPSTER(S) WITH PROPERTY MANAGEMENT AND HANO. CONTRACTOR SHALL PROCURE AND PAY FOR ALL PERMITS FOR DUMPSTER USE THAT MAY BE REQUIRED BY GOVERNING AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL POLICE ITS DUMPSTERS. NEITHER HANO NOR PROPERTY MANAGEMENT ASSUMES ANY RESPONSIBILITY FOR THE MISUSE OF THESE DUMPSTERS BY ANYONE. CONTRACTOR SHALL PROVIDE A STAGING PLAN FOR REVIEW AND APPROVAL BY PROPERTY MANAGEMENT AND HANO.
8. SHOULD THE WORK IN SINGLE UNIT MUST EXTEND BEYOND ONE (1) DAY CONTRACTOR SHALL IMMEDIATELY NOTIFY PROPERTY MANAGEMENT AND HANO PRIOR TO 2:00 PM. CONTRACTOR SHALL TAKE ALL MEASURES TO REMEDY ANY POTENTIALLY DANGEROUS CONDITIONS AND OTHER ELEMENTS THAT MIGHT CAUSE A MATERIAL INCONVENIENCE TO THE RESIDENTS. CONTRACTOR SHALL PROVIDE TEMPORARY BARRIERS TO KEEP ALL RESIDENTS FROM ANY POTENTIALLY DANGEROUS AREAS.
9. CONTRACTOR SHALL MAKE ITS BEST EFFORT TO AVOID DAMAGE TO THE EXISTING FINISHES. ANY REQUIRED REMEDIAL WORK RESULTING FROM CONTRACTOR ACTIVITIES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR. SHOULD THE CONTRACTOR FAIL TO PERFORM SUCH REMEDIAL WORK, HANO WILL COMPLETE THIS WORK AND BACK CHARGE THE COST TO THE CONTRACTOR PLUS TEN PERCENT (10%) FOR ADMINISTRATIVE COSTS.
10. SCHEDULE. CONTRACTOR SHALL PROVIDE AN INITIAL SCHEDULE FOR THE WORK AT THE PRE-CONSTRUCTION CONFERENCE. THE SCHEDULE SHALL INCLUDE THE FOLLOWING AT A MINIMUM:
  - CONTRACT START DATE (AS DEFINED BY NOTICE TO PROCEED)
  - CONTRACT COMPLETION DATE (AS DEFINED BY NOTICE TO PROCEED)
  - SEQUENCE OF THE WORK AS IT PERTAINS TO THE SCHEDULING OF THE UNIT WORK.
  - TIMEFRAMES FOR NOTIFYING RESIDENTS OF A MINIMUM OF THREE (3) BUSINESS DAYS. (FAILURE TO PROPERLY NOTIFY RESIDENTS IN A TIMELY FASHION SHALL NOT BE CAUSE FOR AN INCREASE IN THE CONTRACT TIME.)
12. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL UTILITIES TO THE BUILDING. CONTRACTOR MAY USE EXISTING UTILITIES AS REQUIRED TO PERFORM THE REQUIRED WORK. ANY DISRUPTION TO THESE UTILITIES SHALL BE COORDINATED WITH PROPERTY MANAGEMENT AND HANO A MINIMUM OF THREE (3) BUSINESS DAYS IN ADVANCE. LENGTH OF SERVICE INTERRUPTION SHALL ALSO BE PRE-DETERMINED PRIOR TO INTERRUPTION.



REVISIONS	BY

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OWNER:

**HOUSING AUTHORITY OF NEW ORLEANS**  
 2051 SENATE ST. BUILDING B, RM. 202  
 NEW ORLEANS, LOUISIANA 70122

**REMOVE & REPLACE FAN COIL UNITS NEW ORLEANS LOUISIANA**

**GENERAL NOTES**

DRAWN
M.L.M.
CHECKED
N.G.W.
DATE
AUGUST 26, 2022
SCALE
AS SHOWN
JOB NO.
22462.02
SHEET NO.
<b>A0.1</b>
2 OF 9 SHEETS



**MECHANICAL GENERAL NOTES:**

1. WORK REQUIRED UNDER THIS SECTION CONSISTS OF ALL MECHANICAL WORK AND RELATED ITEMS NECESSARY TO COMPLETE THE WORK INDICATED ON THE DRAWINGS AND/OR DESCRIBED IN THE SPECIFICATIONS.
2. SPECIFICATIONS AND ACCOMPANYING DRAWINGS ARE 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.
3. FURNISH ALL LABOR, EQUIPMENT, TOOLS, MATERIALS, ACCESSORIES, ETC., FOR ALL ROUGH-IN AND FINAL CONNECTIONS, COMPLETE, FOR ALL EQUIPMENT INDICATED ON THE DRAWINGS, OR EQUIPMENT FURNISHED BY OTHERS.
4. CHECK MECHANICAL SPECIFICATIONS AND DRAWINGS AND BRING TO ENGINEER'S ATTENTION ANY CONFLICTS OR VARIATIONS AS SOON AS NOTED.
5. PROTECT AGAINST DAMAGE ALL INSTALLED AND EXISTING MATERIAL, EQUIPMENT, MOTORS, FIXTURES, PIPING, INSULATION, ETC.
6. 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.
7. 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 EXPERIENCE AND HAVING BEEN RESPONSIBLE FOR AT LEAST THREE PROJECTS COMPARABLE IN SIZE AND COMPLEXITY TO THIS ONE.
8. 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.
9. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL EXISTING LOCAL, PARISH, STATE AND NATIONAL CODES AND ORDINANCES HAVING JURISDICTION. SUCH CODES INCLUDE, BUT ARE NOT LIMITED TO, IBC, IMC, IFC, NFPA, ETC. LOCAL CODES SHALL TAKE PRECEDENCE OVER STATE CODES WHICH SHALL TAKE PRECEDENCE OVER NATIONAL CODES AND INDUSTRY STANDARDS.
10. IF ANY CONFLICTS ARE FOUND BETWEEN SPECIFICATIONS AND DRAWINGS AND ABOVE AUTHORITIES, NOTIFY ENGINEER AS SOON AS CONFLICTS ARE DISCOVERED AND ABOVE CODES AND REQUIREMENTS WILL GOVERN.
11. SECURE ALL PERMITS AND INSPECTIONS IF REQUIRED AND PAY ALL FEES, ASSESSMENTS AND TAXES NECESSARY FOR COMPLETION AND ACCEPTANCE OF WORK. NOTIFY ENGINEER AND PROPER AUTHORITIES IN AMPLE TIME WHEN ANY WORK IS READY TO BE INSPECTED OR TESTED.
12. VISIT AND EXAMINE JOB SITE 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. DUE TO SMALL SCALE OF DRAWINGS, IT IS NOT POSSIBLE TO SHOW ALL FITTINGS OR OFFSETS OR TO SHOW ALL ACCESSORIES. STACK PIPING AND ACCESSORIES AS REQUIRED FOR FIT AND ACCESS.
13. CONTRACTOR IS RESPONSIBLE FOR ACCURACY OF CLEARANCES AND FOR COORDINATION WITH OTHER TRADES. NO EQUIPMENT, DUCTWORK, PIPING, ETC. SHALL BE FABRICATED OR INSTALLED WITHOUT FULL COORDINATION. MAKE ALLOWANCE IN BID FOR JOB CONDITIONS AND INTERFERENCES WHICH WILL REQUIRE OFFSETS IN DUCTWORK, PIPING, ETC.
14. 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 EQUIPMENT, DUCTWORK, ETC. CANNOT FIT IN THE ALLOTTED SPACE; IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO ORDERING OR INSTALLING THE EQUIPMENT.
15. WHENEVER IT BECOMES NECESSARY TO SHIFT EQUIPMENT OR PIPES, SUCH CHANGES SHALL BE REFERRED TO ENGINEER FOR APPROVAL.
16. SYSTEM CAPACITIES FOR AIR CONDITIONING SYSTEMS SHALL BE CLEARLY AND COMPLETELY INDICATED ON A SYSTEM SUMMARY SHEET PREPARED SPECIFICALLY FOR THAT SYSTEM, FAN, ETC. THE SUMMARY SHEET SHALL INDICATE EQUIPMENT NUMBER DESIGNATIONS, MANUFACTURER'S MODEL NUMBERS, CAPACITIES, ELECTRICAL CHARACTERISTICS, ETC. GENERAL DATA SHEETS SHALL NOT BE ACCEPTABLE FOR INDICATING SYSTEM PERFORMANCE.
17. 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.
18. ALL EQUIPMENT SHALL BE PURCHASED FROM AUTHORIZED FACTORY REPRESENTATIVE WITH ESTABLISHED OFFICE IN LOCAL AREA, IF MANUFACTURER HAS SUCH AN OFFICE.
19. SUBSTITUTIONS MUST BE REQUESTED IN CONFORMANCE WITH REQUIREMENTS STATED IN THE SUPPLEMENTARY GENERAL CONDITIONS.
20. SUPPORT ALL PIPING INDEPENDENTLY OF ALL EQUIPMENT AND ARRANGE HANGERS TO ISOLATE ANY VIBRATION TRANSMISSION FROM PIPING TO STRUCTURE.
21. 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.
22. INSTALL UNIONS ADJACENT TO ALL SCREWED COCKS, CONTROL VALVES, DISCHARGE FROM RELIEF VALVES. FLANGED FITTINGS ARE CONSIDERED EQUIVALENT TO UNION CONNECTIONS.
23. ALL POWER WIRING SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70.
24. PRIOR TO THE FINAL RELEASE FOR MANUFACTURE OR SHIPMENT OF ANY EQUIPMENT, IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO VERIFY THE AVAILABLE ELECTRICAL SERVICE FOR EACH PIECE OF EQUIPMENT WITH THE CONTRACTOR AND TO PROVIDE EQUIPMENT THAT SUITS THE AVAILABLE SERVICE.

25. ANY EQUIPMENT DELIVERED TO THE SITE WITH INCORRECT VOLTAGE OR PHASE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
26. PIPING TO BE FREE OF ALL OBSTRUCTIONS. REMOVE ALL DEBRIS, SURPLUS AND WASTE MATERIALS COMPLETELY FROM THE JOB SITE.
27. PROPERLY OIL, GREASE AND LUBRICATE ALL MOTORS BEFORE STARTING AND UNTIL FINAL ACCEPTANCE OF WORK.
28. FURNISH TO OWNER THREE COMPLETE SETS OF PARTS CATALOGS AND OPERATING INSTRUCTIONS BOUND IN LARGE 3-RING BINDERS FOR USE OF MAINTENANCE DEPARTMENT. INCLUDE INFORMATION FOR ALL EQUIPMENT SUBMITTED TO THE ENGINEER.
29. MANUFACTURER WARRANTIES FOR ALL MECHANICAL EQUIPMENT FURNISHED ON THE PROJECT SHALL RUN FOR A PERIOD OF ONE YEAR FROM DATE OF "SUBSTANTIAL COMPLETION". EXCEPT HVAC SYSTEM WHERE THE COMPRESSOR SHALL BE PROVIDED WITH MINIMUM FIVE YEARS WARRANTY OF MATERIAL AND LABOR. DURING WARRANTY, CORRECT ANY DEFECTS IN NEW EQUIPMENT, MATERIALS OR WORKMANSHIP, WITHOUT COST TO OWNER FOR EITHER PARTS OR LABOR.
30. A COMPETENT AND EXPERIENCED SERVICE AND INSTALLATION MECHANIC SHALL BE EMPLOYED BY THE CONTRACTOR TO START AND ADJUST ALL EQUIPMENT. THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE TEST OF ANY ITEM OF EQUIPMENT OR MACHINERY. SUCH TESTS SHALL BE CONDUCTED BY THE CONTRACTOR IN THE PRESENCE OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
31. OBTAIN THE SERVICES OF AN INDEPENDENT AIR BALANCE AND TESTING AGENCY WHICH SPECIALIZES IN THE TESTING, AND BALANCING OF HVAC SYSTEMS: TO TEST, ADJUST, AND BALANCE ALL SUPPLY AND RETURN AND CHILLED WATER / HEATING HOT WATER PIPING RISERS. ALL WORK TO BE PERFORMED IN COMPLETE ACCORDANCE WITH THE ASSOCIATED AIR BALANCE COUNCIL NATIONAL STANDARDS FOR FIELD MEASUREMENTS AND INSTRUMENTATION, LATEST ADDITION, THOSE SECTIONS APPLICABLE TO AIR / WATER DISTRIBUTION.
32. AS CONSTRUCTION PROGRESSES, TEST PIPING AND EQUIPMENT TO PRESSURE HEREINAFTER SPECIFIED. WHERE PRESSURES ARE NOT MENTIONED, TEST TO ONE AND ONE HALF TIMES SERVICE CONDITIONS BEFORE CONCEALING OR INSULATING.
33. FLUSH ALL SYSTEMS UNTIL CLEAR WATER FLOWS OR AS HEREINAFTER SPECIFIED.
34. FURNISH ALL NECESSARY GAUGES, INSTRUMENTS, TEST PLUGS AND TEMPORARY CONNECTIONS. TEST ALL EQUIPMENT UNDER SERVICE CONDITIONS AND MAKE ALL NECESSARY ADJUSTMENTS TO CONTROLS, DAMPERS, VALVES, ETC., TO OBTAIN BEST OPERATION. MAKE INITIAL TESTS WITH BUILDING UNOCCUPIED AND FINAL TESTS UNDER ACTUAL HEATING AND COOLING CONDITIONS.
35. GUARANTEE ALL MECHANICAL INSTALLATIONS AGAINST ALL DEFECTS IN EQUIPMENT, MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF "SUBSTANTIAL COMPLETION". DURING GUARANTEE PERIOD, CORRECT ANY DEFECTS IN NEW EQUIPMENT, MATERIALS OR WORKMANSHIP, WITHOUT COST TO OWNER FOR EITHER PARTS OR LABOR.
36. CONTRACTOR'S GUARANTEE INCLUDES PERFORMANCE CAPACITIES AND RATINGS AS SPECIFIED.
37. CONTRACTOR SHALL PROVIDE A SET OF AS-BUILTS 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. ASBUILT DRAWINGS SHALL BE NEATLY DONE, NOT SKETCHY OR FREE HAND. FINAL PAYMENT WILL BE WITHHELD UNTIL DRAWINGS ARE FURNISHED.
38. FOR ANY POINTS WHICH ARE NOT CLEAR, OR FOR ITEMS AND/OR DETAILS WHICH CONTRACTOR FEELS ARE IN NEED OF CLARIFICATION, CONSULT ENGINEER.
39. 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.

**AIR CONDITIONING**

1. FAN COIL UNITS SHALL BE EQUIPPED WITH FAN SECTION, COIL SECTIONS AND FILTER SECTION. UNITS SHALL BE HIGH STATIC DUCTED VERTICAL CASED UNIT WITH FRONT RETURN. UNIT SHALL BE MOUNTED ON FLOOR IN EXISTING MECHANICAL CLOSETS. REMOVABLE FRONT ACCESS PANEL SHALL FACILITATE SERVICING. UNIT SHALL HAVE 1" DISCHARGE DUCT FLANGE ON TOP FOR CONNECTION TO EXISTING SUPPLY DUCTWORK. UNITS SHALL BE ARI STANDARD 261 CERTIFIED AND MEET NFPA 70 AND UL LISTINGS.
2. FAN COIL UNITS CABINETS SHALL BE ACOUSTICALLY AND THERMALLY INSULATED WITH 1/2" THICK FIBERGLASS INSULATION MEETING NFPA 90-A REQUIREMENTS. COILS SHALL BE COPPER TUBES WITH MECHANICALLY BONDED ALUMINUM FINS AND LEAK-TESTED AT 350 PSIG. FANS SHALL BE FORWARD CURVE TYPE AND BOTH STATICALLY AND DYNAMICALLY BALANCED. PROVIDE SINGLE POINT CONNECTION TO MOTOR JUNCTION BOX. DRAIN PAN SHALL BE INSULATED AND PITCHED FOR POSITIVE DRAINAGE.
3. EACH FAN COIL UNIT SHALL BE EQUIPPED WITH A COOLING AND HEATING VALVE PACKAGE. THE VALVE PACKAGE SHALL BE SIZED TO MATCH TO THE FAN COIL CONNECTIONS AND FLOW RATES. THE VALVE PACKAGE SHALL INCLUDE THE 2-WAY BALANCING VALVES, ACTUATOR, STRAINER, SERVICE PORTS, UNION CONNECTION FLEXIBLE HOSE, ETC.
4. REFER TO DRAWINGS AND SCHEDULES FOR CABINET SIZES, CAPACITIES, PIPING CONNECTION LOCATIONS, ETC.
5. CONTRACTOR SHALL PROVIDE STAINLESS NAMEPLATE INFORMATION ON THE FACE OF EACH FAN COIL UNIT.
6. DUCTWORK SHALL BE GALVANIZED STEEL. GAUGE AND CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH SMACNA MANUALS, LATEST EDITION. DUCT SIZES INDICATED ON DRAWING ARE SHEET METAL SIZES. USE REINFORCEMENT AS LISTED IN LATEST SMACNA LOW PRESSURE SHEET METAL CONSTRUCTION GUIDE, SECURELY HUNG, BRACED AND STIFFENED TO PREVENT BREATHING, RATTLING, VIBRATION AND SAGGING. SUPPORT DUCTWORK IN ACCORDANCE WITH SMACNA.
7. UNLESS OTHERWISE NOTED ON THE PLANS, ALL NEW SUPPLY AIR DUCTS AND PLENUMS SHALL BE GALVANIZED STEEL, EXTERNALLY INSULATED WITH 2" THICK 3/4 PCF DENSITY INSULATION WITH FOIL FACING (OR 1-1/2" THICK 1-12 PCF DENSITY). ALL DUCTWORK SEAMS SHALL BE SEALED WITH HARD CAST MASTIC.
8. ALL DUCT TRANSITIONS SHALL HAVE A SLOPE RATION OF 4:1. PROVIDE DOUBLE WALL TURNING VANES FOR ALL CUT DIRECTIONAL CHANGES OF 45 DEGREES OR MORE.
9. IF NEED TO BE REPLACE: RETURN AIR GRILLE -- MODEL 350FL ALUMINUM GRILLE WITH 35' BLADE SETTING. SINGLE SET OF BLADES PARALLEL TO THE LONG DIMENSION. FURNISH WITH BORDER SUITABLE FOR CEILING SPECIFIED. PROVIDE MODEL AG-15 OPPOSED BLADE DAMPER. FINISH SHALL BE SELECTED BY ARCHITECT.
10. IF NEED TO BE REPLACED: SIDEWALL SUPPLY REGISTER -- MODEL 300FL EXTRUDED ALUMINUM, DOUBLE DEFLECTION, FRONT BLADES VERTICAL. ALL BLADES SHALL BE INDIVIDUALLY ADJUSTABLE. PROVIDE MODEL AG-15 OPPOSED BLADE DAMPER AT EACH GRILLE. FURNISH CHANNEL FRAME. REGISTER FINISH SHALL BE SELECTED BY ARCHITECT. MOUNTING SCREWS SHALL MATCH GRILLE COLOR.
11. CHILLED WATER AND HEATING HOT WATER PIPING AND FITTINGS SHALL BE INSULATED WITH PREFORMED FIBERGLASS PIPE INSULATION WITH JACKET. INSULATION SHALL BE 1" THICK.
12. CONDENSATE PIPING SHALL BE TYPE "L" COPPER TUBING WITH WROUGHT COPPER SOLDER JOINT DRAINAGE TYPE FITTINGS. INSTALL PIPING WITH CLEANOUTS AT EACH CHANGE OF DIRECTION. PROVIDE 1/2" THICK FOAMED PLASTIC SLIP-ON TYPE ON ALL CONDENSATE DRAIN LINES.
13. INSTALL WROUGHT IRON OR STEEL PIPE SLEEVES OF SUFFICIENT SIZE FOR PIPING INSTALLATION THAT PASSES THROUGH FLOORS, WALLS, BELOW GRADE AND GRADE BEAMS IF REQUIRED.
14. CONTRACTOR SHALL FURNISH AND INSTALL ALL MECHANICAL EQUIPMENT AS NOTED ON THE EQUIPMENT SCHEDULES.
15. NEW REPLACEMENT FILTERS (MINIMUM MERV 8) SHALL BE FURNISHED WITH EACH PIECE OF EQUIPMENT AS REQUIRED AT COMPLETION OF CONSTRUCTION.
16. THE CONTRACTOR, UNLESS OTHERWISE SPECIFIED, SHALL PROVIDE ALL FOUNDATIONS, SUPPORTS, ETC. NECESSARY FOR PROPERLY SUPPORTING HIS WORK AND EQUIPMENT FURNISHED BY HIM AND SHALL FURNISH AND INSTALL ALL ISOLATION MATERIALS TO PREVENT TRANSMISSION OF VIBRATION TO THE BUILDING STRUCTURE.
17. PROVIDE SAFETY PANS FOR ALL AIR HANDLING UNITS/DUCTS EQUIPPED WITH COILS. EXTEND PAN TO COVER COILS, HEADERS AND VALVES.
18. THE CONTRACTOR SHALL BALANCE ALL WATER AND AIR SERVICES TO THE QUANTITIES SHOWN ON THE DRAWINGS, USING INSTRUMENTS ACCEPTABLE TO THE ARCHITECT. RECORDS OF ALL BALANCING READINGS, ON APPROVED FORMS, SHALL BE KEPT AND SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE PROJECT. ON AIR SUPPLY SYSTEMS INDIVIDUAL OUTLETS SHALL BE BALANCED AND ADJUSTED UNTIL THE SPECIFIED AIR VOLUME IS OBTAINED WITHIN A TOLERANCE OF 10% AND ROOM TEMPERATURES EQUALIZED.
19. EQUIPMENT SHALL BE ADJUSTED TO PROVIDE THE TEMPERATURES AND CAPACITIES SPECIFIED. CUT-IN AND CUT-OUT POINTS OF ALL AUTOMATIC, PRESSURE, SAFETY AND LIMITS CONTROLS SHALL BE OBSERVED AND ADJUSTED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
20. ALL PIPING, COILS, HEATERS, ETC., INSTALLED FOR HEATING, COOLING, AND OTHER OPERATIONS OF THE BUILDING SHALL BE THOROUGHLY FLUSHED OF ALL DEBRIS AND FOREIGN OBJECTS BEFORE ANY SYSTEM IS PLACED IN OPERATION. AFTER FLUSHING, ALL STRAINERS, TRAPS AND DIRT LEGS SHALL BE CHECKED AND CLEANED.
21. AUTOMATIC TEMPERATURE CONTROL SYSTEM SHALL BE 'DDC' TYPE AS MANUFACTURED BY WILLIAMS, HONEYWELL, JOHNSON, OR APPROVED EQUAL. UPON COMPLETION OF INSTALLATION, SYSTEM SHALL BE TESTED AND ADJUSTED BY CONTROL REPRESENTATIVE. HE SHALL COMPLETELY ADJUST, READY FOR USE, ALL THERMOSTATS, VALVES, OPERATORS, ETC.
22. PROVIDE THERMOSTAT TO CONTROL FAN/MOTOR SPEED AND CONTROL VALVES AS REQUIRED TO MAINTAIN SPACE CONDITIONS. THERMOSTAT SHALL BE REMOTELY MOUNTED AS SHOWN ON PLANS. PROVIDE FLOAT SWITCH IN SAFE PAN THAT DE-ENERGIZES THE CONDENSING UNIT IF WATER IS DETECTED.
23. STANDARDS OF MATERIAL AND WORKMANSHIP AS REQUIRED BY NATIONAL ELECTRICAL CODE, SHALL APPLY TO ALL ELECTRICAL WORK REQUIRED AS PART OF THIS SECTION. IN ADDITION, ALL SPLICES IN LOW VOLTAGE CONTROL WIRING SHALL BE MADE AT TERMINAL BLOCKS FURNISHED FOR THE PURPOSE; ANY SPLICES NOT MADE AT TERMINAL BLOCKS SHALL BE SOLDERED.
24. PROVIDE FIRESTAT IN RETURN AIR WIRE TO STOP FAN IF TEMPERATURE RISES ABOVE SETPOINT.
25. POWER WIRING WILL BE PROVIDED BY CONTRACTOR, BUT ALL CONTROL WIRING AND CONDUIT AND CONTROL DISCONNECTS FURNISHED AND INSTALLED BY THIS CONTRACTOR.



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**REMOVE & REPLACE FAN COIL UNITS**  
**NEW ORLEANS, LOUISIANA**

**MECHANICAL NOTES**

DRAWN
HRG
CHECKED
NGW
DATE
AUGUST 26, 2022
SCALE
AS SHOWN
JOB NO.
22462.02
SHEET NO.
<b>MO.1</b>
3 OF 9 SHEETS



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**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS NEW ORLEANS**

**LOUISIANA**

**EXISTING CONDITIONS + DEMOLITION**

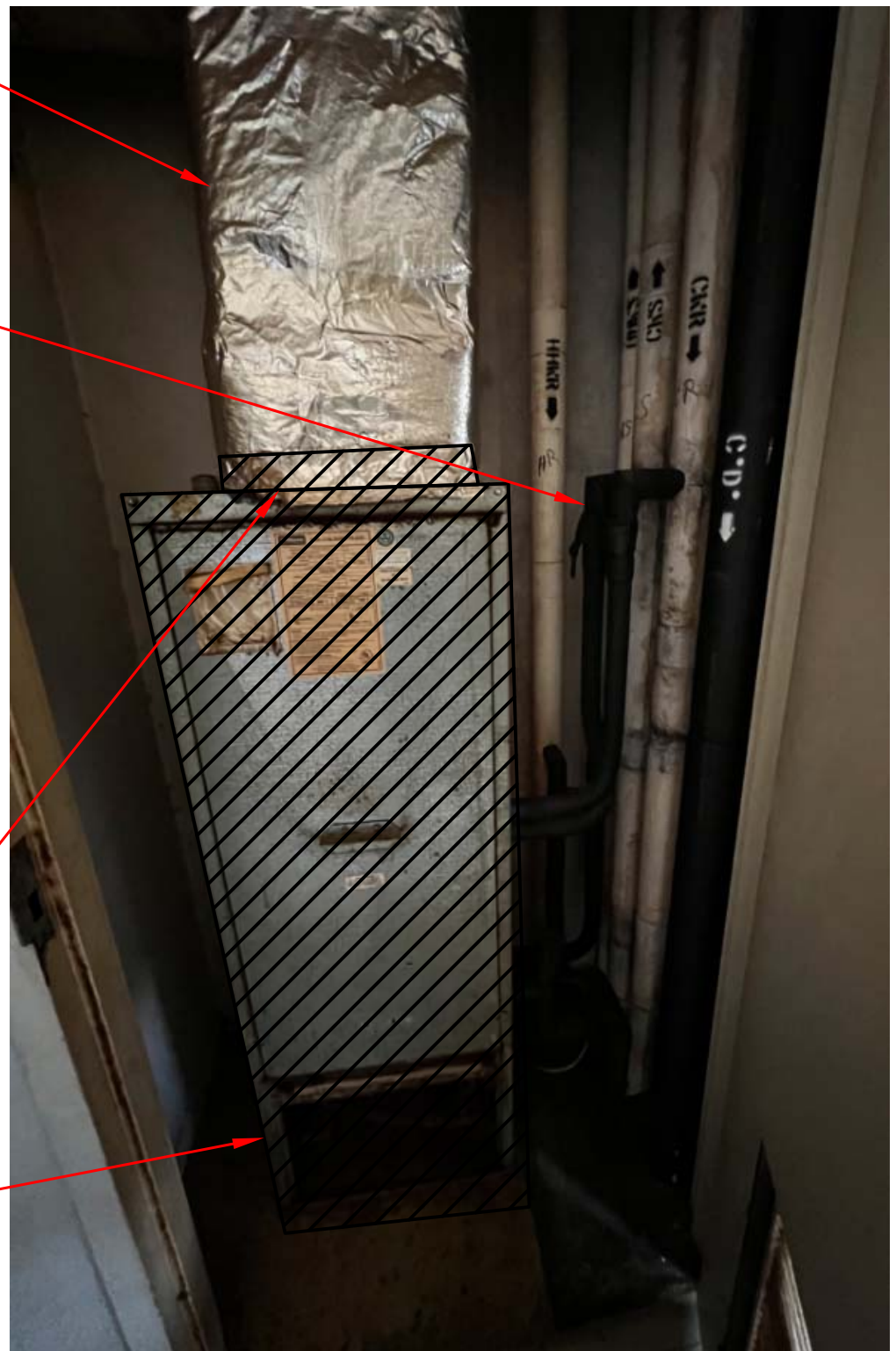
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SCALE	AS SHOWN
JOB NO.	22462.02
SHEET NO.	M1.0
4 OF 9 SHEETS	



EXISTING ISOLATION VALVES ON CHILLED WATER AND HEATING HOT WATER PIPING CONNECTIONS. SHUT-OFF VALVES TO ISOLATE UNIT. DRAIN COILS AND PIPING. REMOVE PIPING DOWNSTREAM FROM VALVE CONNECTION TO UNIT.

CUT EXISTING CONDENSATE LINE NEAR RISER. PREPARE FOR NEW DRAIN PIPING CONNECTION FROM NEW UNIT.

**3** **EXISTING PIPING RISER & CONNECTIONS TO COILS**  
 (TYPICAL) SCALE: NTS



EXISTING SUPPLY DUCT TO REMAIN IN ALL APARTMENTS. CONTRACTOR SHALL FIELD VERIFY SIZE & CONDITION FOR CONNECTION TO NEW FLEXIBLE CONNECTION.

CONTRACTOR SHALL FIELD VERIFY LOCATION OF CHILLED WATER, HEATING HOT WATER AND CONDENSATE PIPING CONNECTIONS ON ALL RISERS PRIOR TO INSTALLATION OF NEW UNIT.

EXISTING FLEXIBLE CONNECTION AT UNIT TO BE REMOVED. TAKE CARE TO PROTECT EXISTING SUPPLY DUCT AND INSULATION DURING DEMOLITION AND INSTALLATION. PATCH & REPAIR ANY DUCTWORK OR INSULATION AS REQUIRED.

EXISTING FAN COIL UNIT TO BE REMOVED.

**2** **EXISTING FAN COIL UNIT**  
 (TYPICAL) SCALE: NTS



EXISTING RETURN AIR GRILLE TO REMAIN. CLEAN & RESTORE TO PROPER CONDITION.

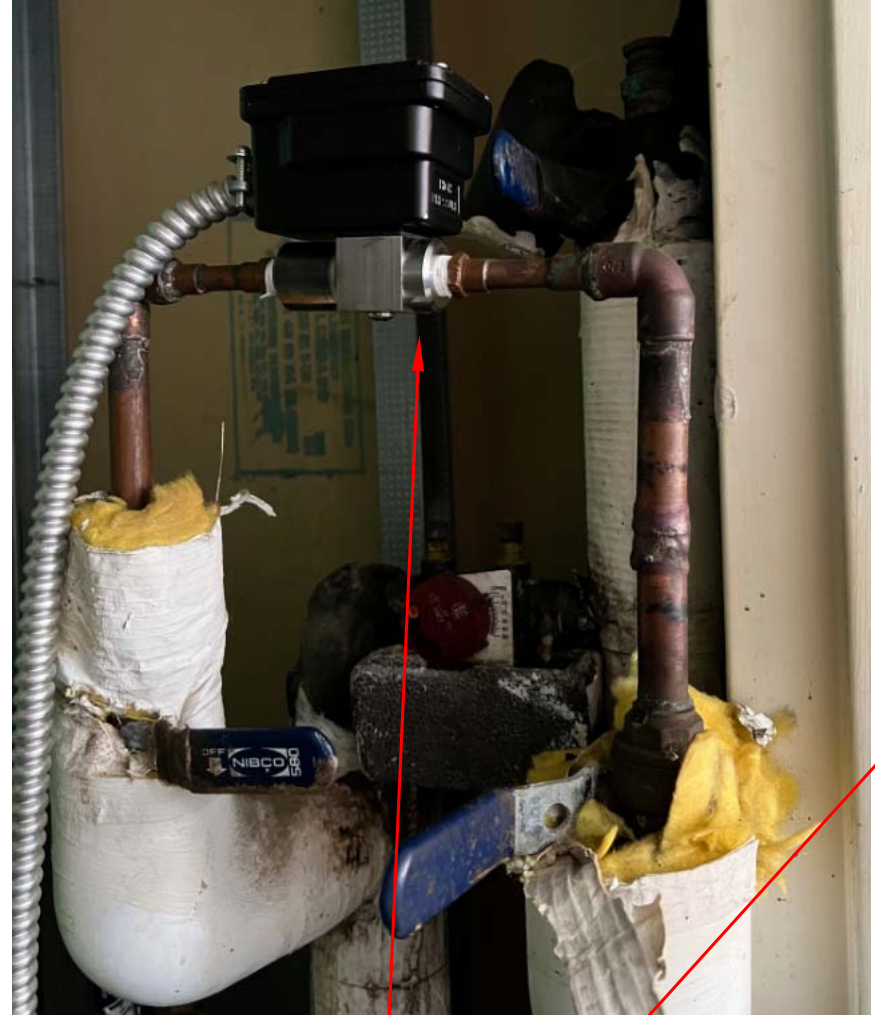
**1** **EXISTING FAN COIL UNIT**  
 (TYPICAL) SCALE: NTS



EXISTING DISCONNECT SWITCH AND POWER TO FCU'S TO REMAIN. MODIFY WIRING AS REQUIRED TO CONNECT TO NEW UNIT. FIELD VERIFY LOCATION IN EACH CLOSET.

TYPICAL CHILLED WATER AND HEATING HOT WATER PIPING RISERS AT 12TH FLOOR SHALL REMAIN. EXISTING CIRCUIT SETTERS TO BE BALANCED AT COMPLETION OF ALL FCU INSTALLATIONS.

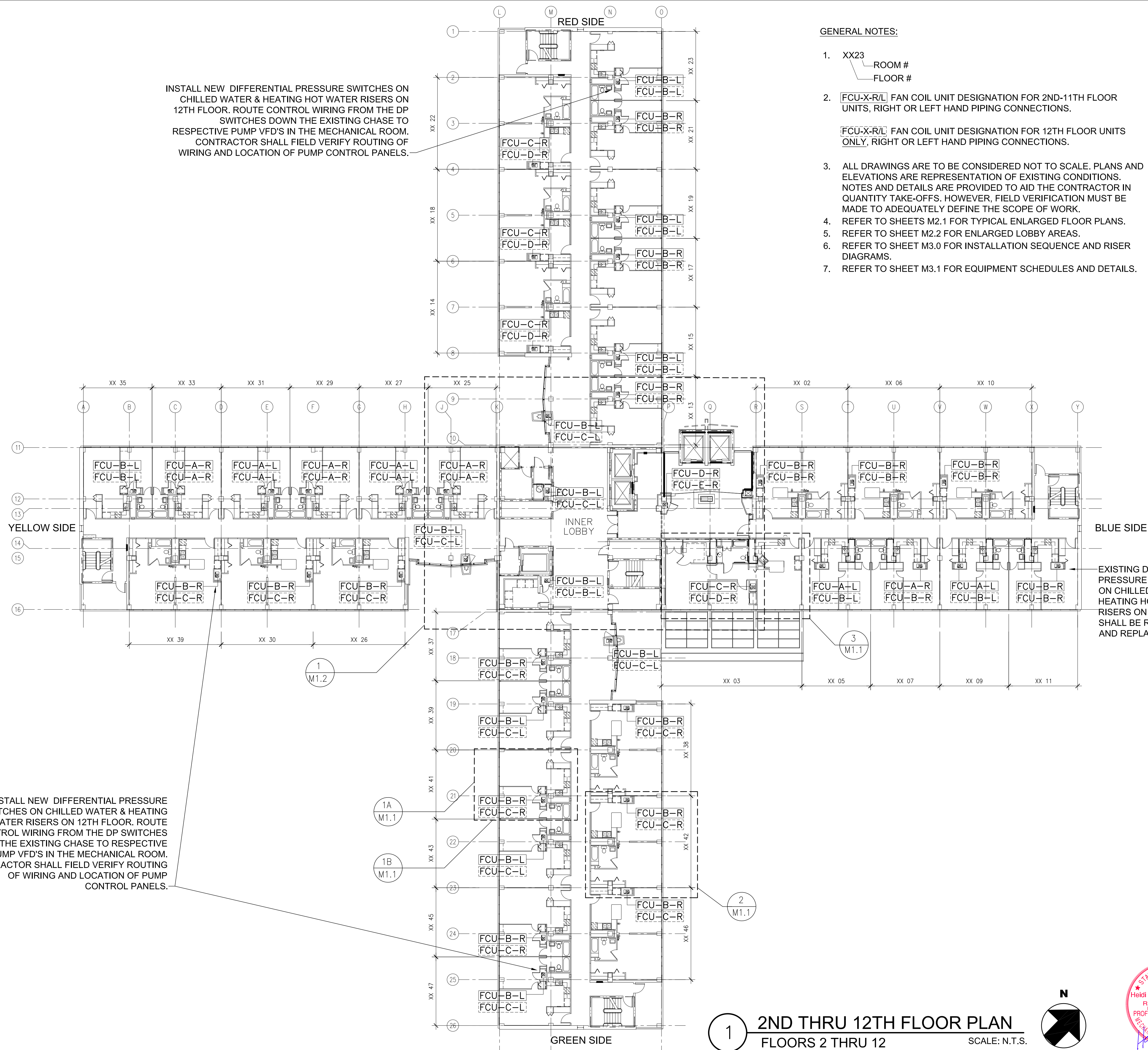
**5** **EXISTING DISCONNECT SWITCH**  
 (TYPICAL) SCALE: NTS



CHILLED WATER & HEATING HOT WATER RISER IN APARTMENT #1211 IS EQUIPPED WITH THE ONLY PRESSURE TRANSMITTERS THAT ARE CONNECTED TO THE PUMPING SYSTEMS. ALL CONTROLS ARE TO BE REMOVED & REPLACED IN KIND.

**4** **PIPING RISERS AT 12TH FLOOR**  
 (TYPICAL) SCALE: NTS





INSTALL NEW DIFFERENTIAL PRESSURE SWITCHES ON CHILLED WATER & HEATING HOT WATER RISERS ON 12TH FLOOR. ROUTE CONTROL WIRING FROM THE DP SWITCHES DOWN THE EXISTING CHASE TO RESPECTIVE PUMP VFD'S IN THE MECHANICAL ROOM. CONTRACTOR SHALL FIELD VERIFY ROUTING OF WIRING AND LOCATION OF PUMP CONTROL PANELS.

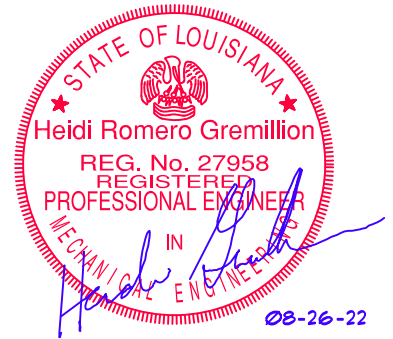
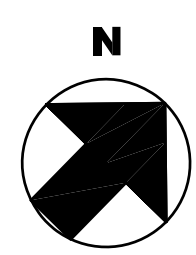
INSTALL NEW DIFFERENTIAL PRESSURE SWITCHES ON CHILLED WATER & HEATING HOT WATER RISERS ON 12TH FLOOR. ROUTE CONTROL WIRING FROM THE DP SWITCHES DOWN THE EXISTING CHASE TO RESPECTIVE PUMP VFD'S IN THE MECHANICAL ROOM. CONTRACTOR SHALL FIELD VERIFY ROUTING OF WIRING AND LOCATION OF PUMP CONTROL PANELS.

**GENERAL NOTES:**

1. XX23  
ROOM #  
FLOOR #
2. FCU-X-R/L FAN COIL UNIT DESIGNATION FOR 2ND-11TH FLOOR UNITS, RIGHT OR LEFT HAND PIPING CONNECTIONS.  
  
FCU-X-R/L FAN COIL UNIT DESIGNATION FOR 12TH FLOOR UNITS ONLY, RIGHT OR LEFT HAND PIPING CONNECTIONS.
3. ALL DRAWINGS ARE TO BE CONSIDERED NOT TO SCALE. PLANS AND ELEVATIONS ARE REPRESENTATION OF EXISTING CONDITIONS. NOTES AND DETAILS ARE PROVIDED TO AID THE CONTRACTOR IN QUANTITY TAKE-OFFS. HOWEVER, FIELD VERIFICATION MUST BE MADE TO ADEQUATELY DEFINE THE SCOPE OF WORK.
4. REFER TO SHEETS M2.1 FOR TYPICAL ENLARGED FLOOR PLANS.
5. REFER TO SHEET M2.2 FOR ENLARGED LOBBY AREAS.
6. REFER TO SHEET M3.0 FOR INSTALLATION SEQUENCE AND RISER DIAGRAMS.
7. REFER TO SHEET M3.1 FOR EQUIPMENT SCHEDULES AND DETAILS.

EXISTING DIFFERENTIAL PRESSURE SWITCHES ON CHILLED WATER & HEATING HOT WATER RISERS ON 12TH FLOOR SHALL BE REMOVED AND REPLACED.

**2ND THRU 12TH FLOOR PLAN**  
FLOORS 2 THRU 12  
SCALE: N.T.S.



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**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS NEW ORLEANS**  
**LOUISIANA**  
**2ND THRU 12TH FLOOR PLAN FCU DESIGNATIONS**

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5 OF 9 SHEETS	



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**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS LOUISIANA NEW ORLEANS**  
**ENLARGED UNIT PLANS HVAC MODIFICATIONS**

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SCALE	AS SHOWN
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SHEET NO.	M2.1
6 OF 9 SHEETS	

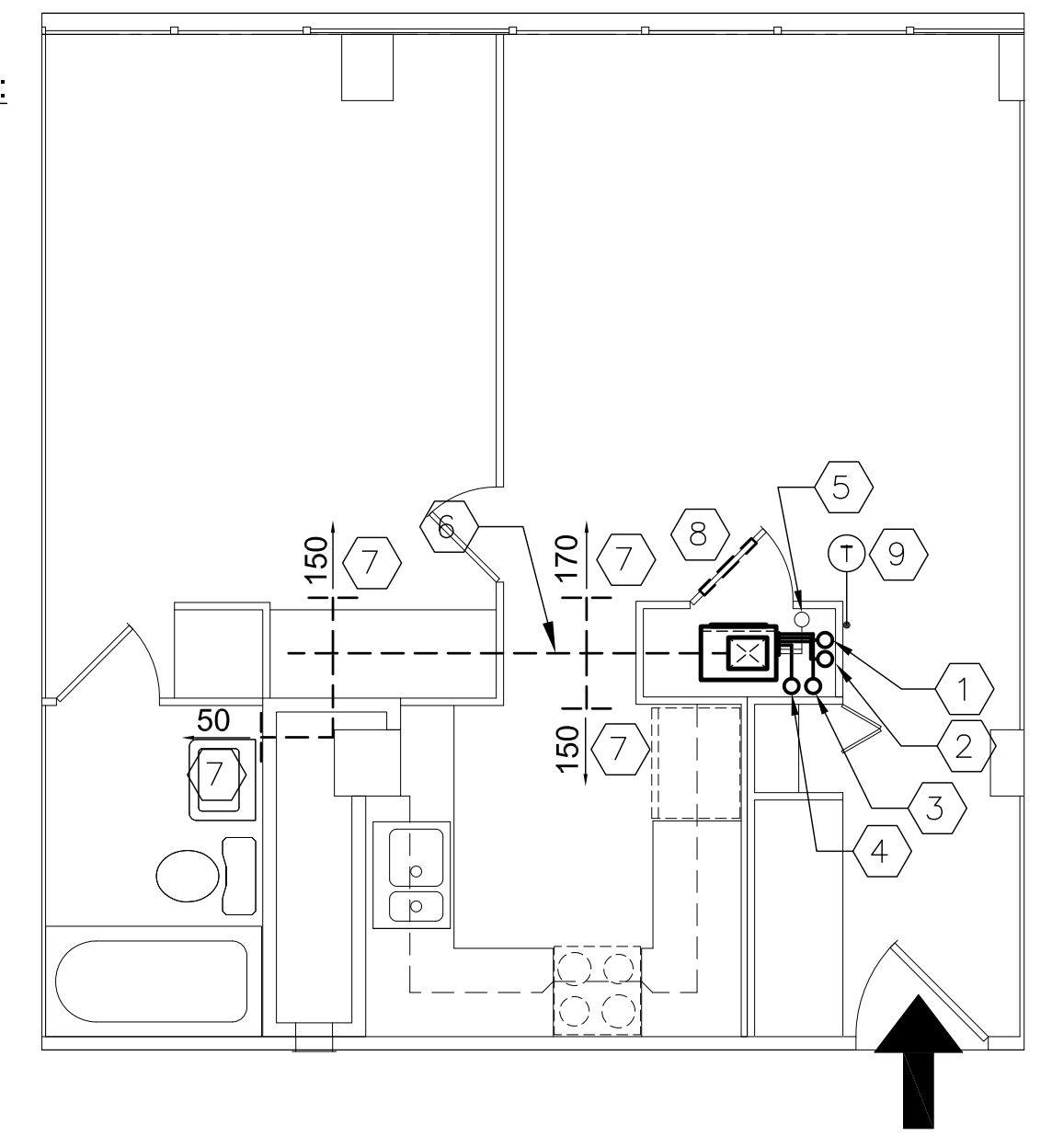
**GENERAL NOTES:**

- XX23: XX= FLOOR #(2-12), 23= UNIT #
- THE EXISTING FAN COIL UNIT IN EACH CORRIDOR & LOBBY SHALL BE REMOVED AND REPLACED WITH A NEW UNIT. THE EXISTING SUPPLY DUCT, DOOR/WALL GRILLES, AND PIPING RISERS SHALL REMAIN FOR FUTURE USE. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THESE ITEMS DURING DEMOLITION & INSTALLATION PHASES.
- CONTRACTOR SHALL FIELD VERIFY LOCATION OF CHILLED WATER, HEATING HOT WATER AND CONDENSATE PIPING RISERS IN EACH MECHANICAL CLOSET PRIOR TO INSTALLATION OF NEW FAN COIL UNIT.
- TO REMOVE EXISTING FCU, CONTRACTOR SHALL SHUT DOWN THE UNIT AT THE DISCONNECT SWITCH AND DISASSEMBLE HEATING POWER TO UNIT. SHUT-OFF THE CHILLED WATER AND HEATING HOT WATER AT THE EXISTING ISOLATION VALVES AT THE BRANCH CONNECTIONS OFF OF EACH RISER. DRAIN ANY WATER FROM THE FCU. ALL PIPING DOWNSTREAM FROM THE ISOLATION VALVES SHALL BE REMOVED. REMOVE THE EXISTING CONDENSATE DRAIN P-TRAP AND DRAIN LINE FROM THE FCU TO THE RISER. LEAVE A TAP ON THE CONDENSATE BRANCH FOR FUTURE CONNECTION.
- REMOVE THE FLEXIBLE DUCT CONNECTION BETWEEN THE FCU AND SUPPLY DUCT.
- REMOVE THE THERMOSTAT. A NEW THERMOSTAT SHALL BE INSTALLED EITHER ON THE INTERIOR WALL OF THE CLOSET OR ON THE NEW FCU. EXISTING CONTROL WIRING SHALL REMAIN FOR FUTURE USE.
- REMOVE & DISPOSE OF THE EXISTING FCU, THERMOSTAT, FLEXIBLE CONNECTION & BRANCH PIPE CONNECTIONS.
- INSTALL A NEW FAN COIL UNIT SIZED PER SCHEDULE AND PLANS. CONTRACTOR SHALL FIELD VERIFY LEFT/RIGHT HAND CONNECTIONS. FAN COIL SHALL BE CENTERED UNDER SUPPLY DUCT RISER. INSTALL NEW FLEXIBLE CONNECTION AT UNIT AND CONNECT TO EXISTING SUPPLY DUCT. MODIFY EXISTING DUCT AS REQUIRED. INSULATE CONNECTION.
- INSTALL NEW CHILLED WATER AND HEATING HOT WATER VALVE PACKAGES PER MANUFACTURER'S RECOMMENDATIONS.
- INSTALL A NEW P-TRAP ON THE CONDENSATE CONNECTION AT THE UNIT AND CONNECT TO TAP ON CONDENSATE RISER.
- INSTALL NEW THERMOSTAT & CONNECT TO EXISTING CONTROL WIRING. ROUTE POWER FROM EXISTING DISCONNECT SWITCH. ENERGIZE UNIT.
- BALANCE AIRFLOW & WATER AT THE UNIT. RISERS TO BE BALANCED ONCE ALL STACKED FCU'S ARE INSTALLED.
- CONTRACTOR SHALL PATCH & REPAIR OR REPLACE ANY LOOSE INSULATION ON PIPING RISERS IN MECH CLOSETS IF REQUIRED.

**KEYNOTES:**

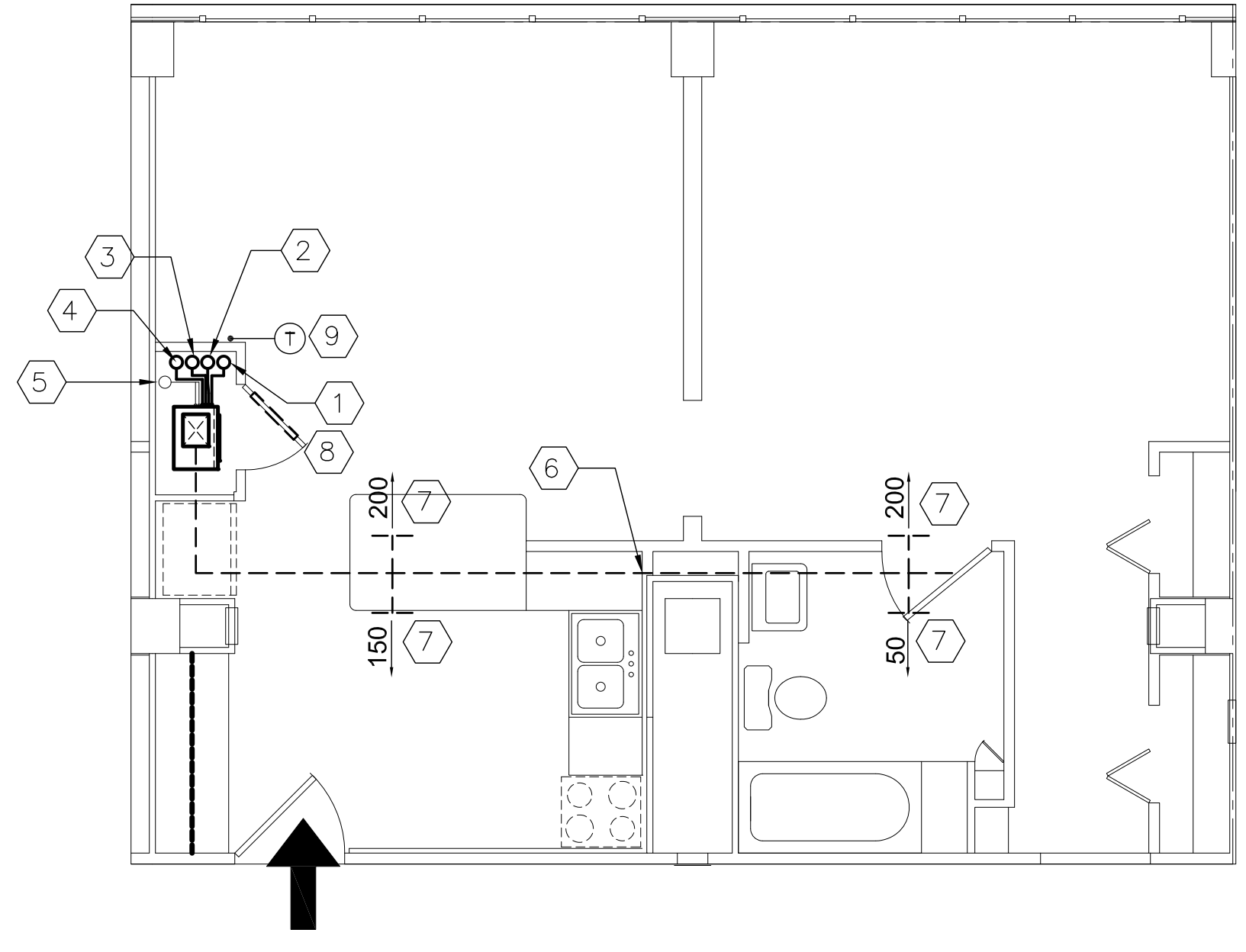
- EXISTING CHILLED WATER SUPPLY PIPING RISER.
- EXISTING CHILLED WATER RETURN PIPING RISER.
- EXISTING HEATING HOT WATER SUPPLY PIPING RISER.
- EXISTING HEATING HOT WATER RETURN PIPING RISER.
- EXISTING CONDENSATE PIPING RISER.
- EXISTING DUCTWORK TO REMAIN.
- EXISTING SIDEWALL SUPPLY REGISTER TO REMAIN. CLEAN & RESTORE TO PROPER CONDITION. BALANCE TO AIR FLOW SHOWN.
- EXISTING RETURN AIR GRILLE TO REMAIN. CLEAN & RESTORE TO PROPER CONDITION.
- LOCATION OF EXISTING THERMOSTAT TO BE REMOVED AND REPLACED WITH NEW. EXISTING CONTROL WIRING TO BE REUSED. MODIFY WIRING CONNECTION AT THE FAN COIL UNIT.

BLUE SIDE  
UNIT NUMBERS:  
XX05  
XX07  
XX09  
XX11



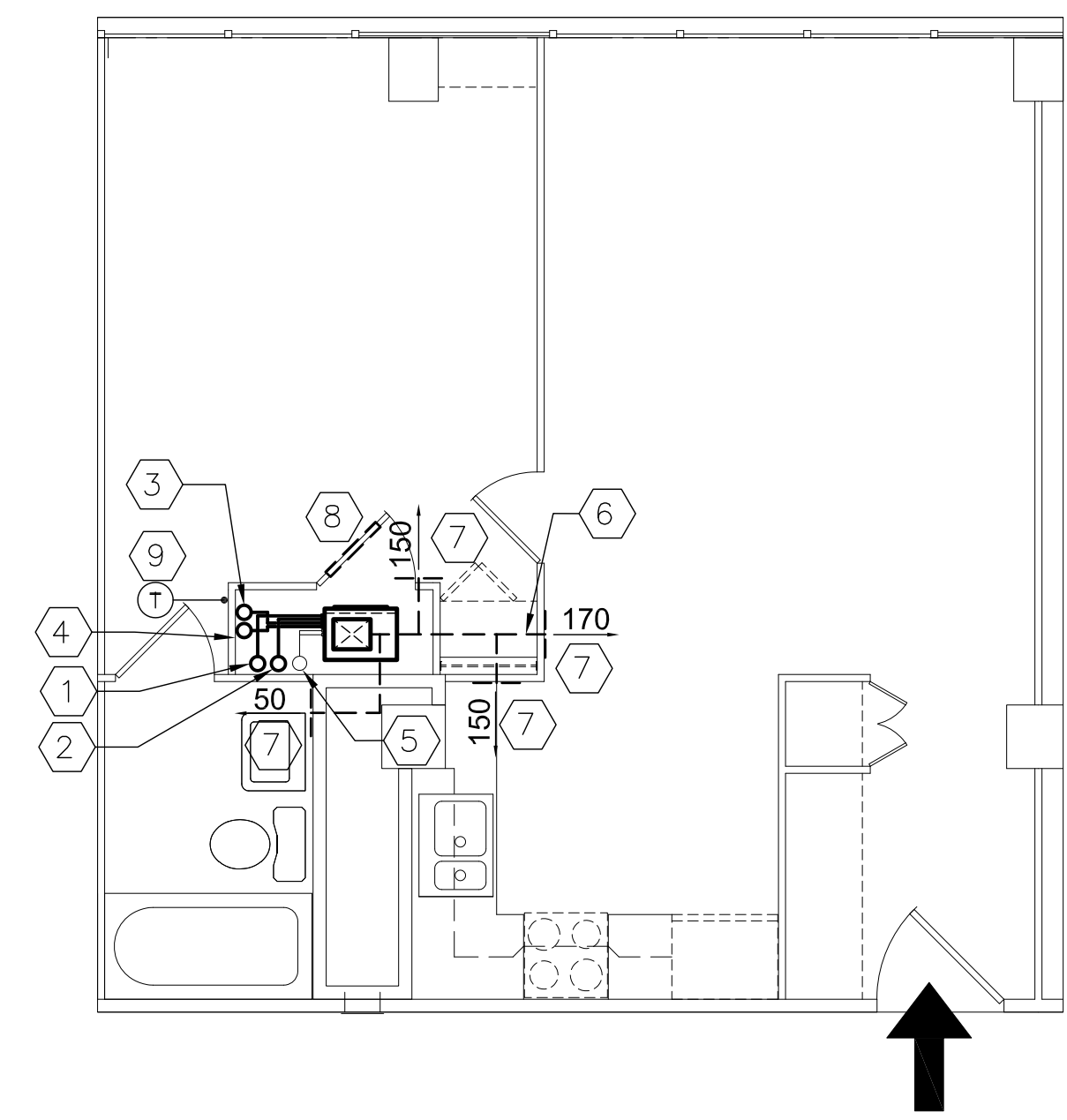
**1A 1 BEDROOM UNIT PLAN BLUE SIDE** SCALE: 1/4"= 1'-0"

BLUE SIDE  
UNIT NUMBERS:  
XX02  
XX06  
XX10  
  
RED SIDE  
UNIT NUMBERS:  
XX14  
XX18  
XX22  
  
YELLOW SIDE  
UNIT NUMBERS:  
XX26  
XX30  
XX34  
  
GREEN SIDE  
UNIT NUMBERS:  
XX38  
XX42  
XX46



**2 1 BEDROOM H/C UNIT PLAN** SCALE: 1/4"= 1'-0"

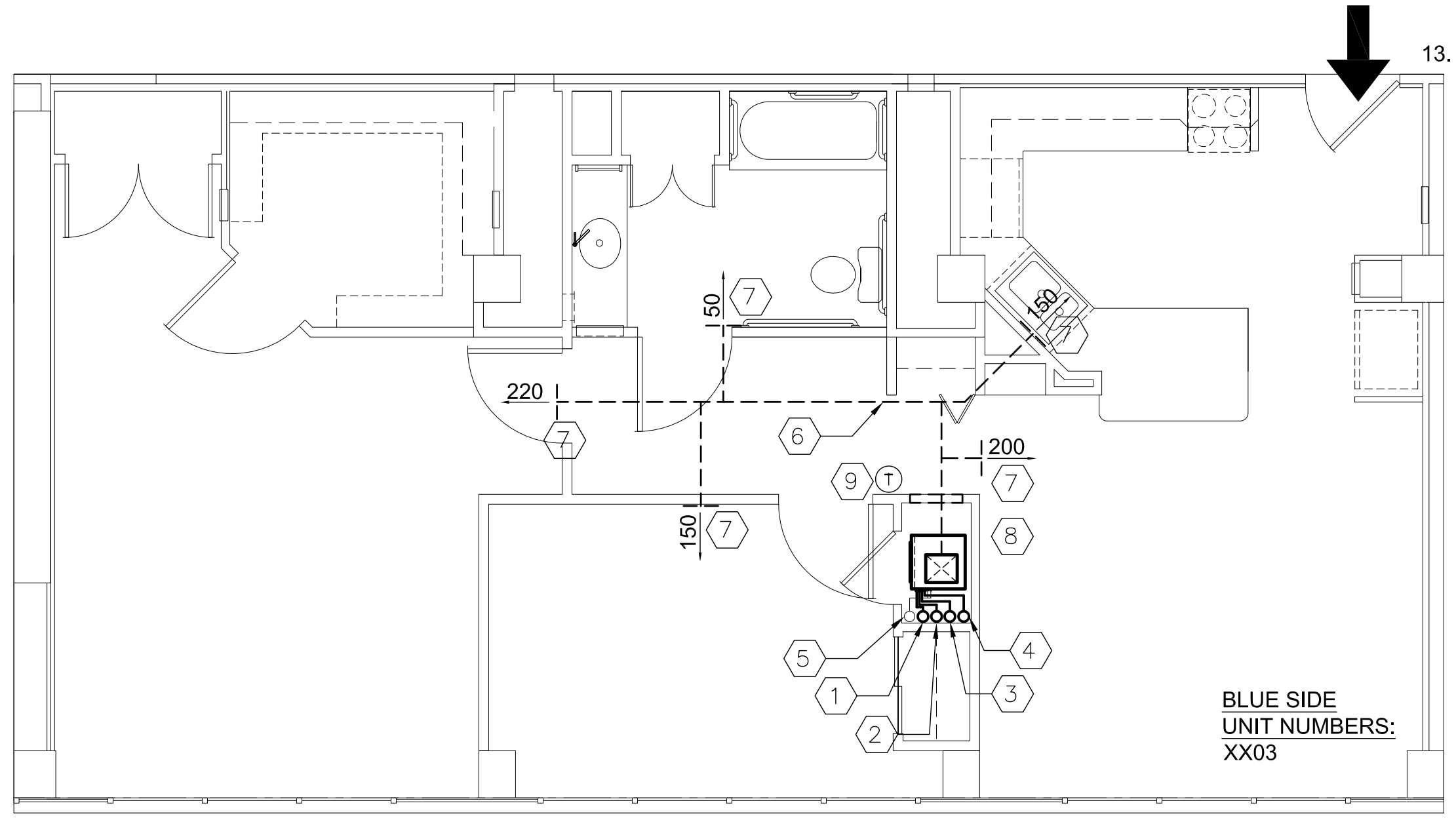
GREEN SIDE  
UNIT NUMBERS:  
XX37  
XX39  
XX41  
XX43  
XX45  
XX47



**1B 1 BEDROOM UNIT PLAN GREEN, YELLOW, & RED SIDE** SCALE: 1/4"= 1'-0"

RED SIDE  
UNIT NUMBERS:  
XX13  
XX15  
XX17  
XX19  
XX21  
XX23

YELLOW SIDE  
UNIT NUMBERS:  
XX25  
XX27  
XX29  
XX31  
XX33  
XX35



**3 2 BEDROOM H/C UNIT PLAN** SCALE: 1/4"= 1'-0"







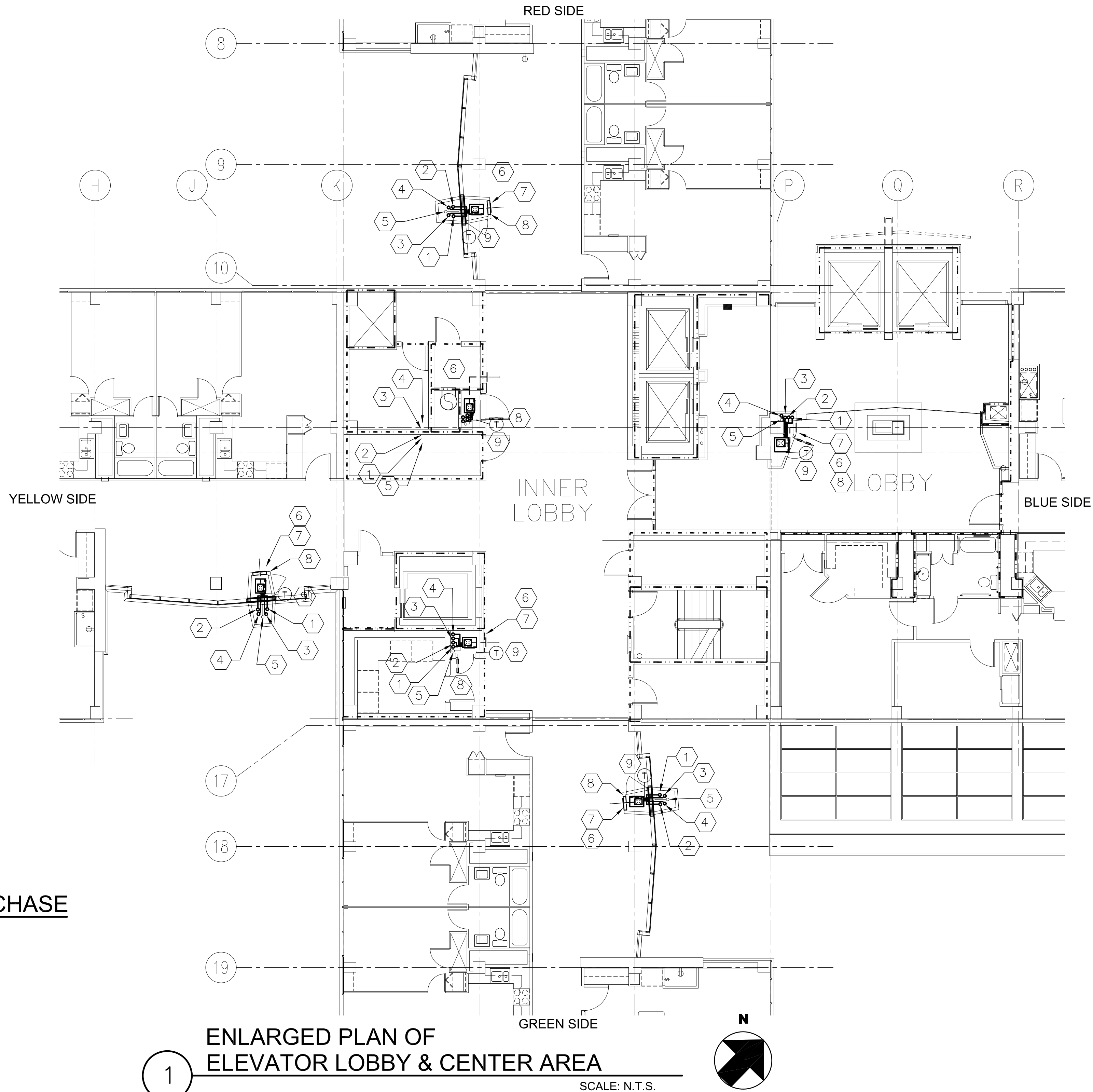
**2 GREEN CORRIDOR FCU (TYPICAL)**  
SCALE: NTS



**3 GREEN CORRIDOR PIPING CHASE (TYPICAL)**  
SCALE: NTS



**4 CORRIDOR FCU THERMOSTAT (TYPICAL)**  
SCALE: NTS



**1 ENLARGED PLAN OF ELEVATOR LOBBY & CENTER AREA**  
SCALE: N.T.S.

**KEYNOTES:**

- 1 EXISTING CHILLED WATER SUPPLY PIPING RISER.
- 2 EXISTING CHILLED WATER RETURN PIPING RISER.
- 3 EXISTING HEATING HOT WATER SUPPLY PIPING RISER.
- 4 EXISTING HEATING HOT WATER RETURN PIPING RISER.
- 5 EXISTING CONDENSATE PIPING RISER.
- 6 EXISTING DUCTWORK TO REMAIN.
- 7 EXISTING SIDEWALL SUPPLY REGISTER TO REMAIN. CLEAN & RESTORE TO PROPER CONDITION. BALANCE TO AIR FLOW LISTED IN EQUIPMENT SCHEDULE.
- 8 EXISTING RETURN AIR GRILLE TO REMAIN. CLEAN & RESTORE TO PROPER CONDITION.
- 9 LOCATION OF EXISTING THERMOSTAT TO BE REMOVED AND REPLACED WITH NEW. EXISTING CONTROL WIRING TO BE REUSED. MODIFY WIRING CONNECTION AT THE FAN COIL UNIT.



**5 BLUE ELEVATOR LOBBY FCU**  
SCALE: NTS

**GENERAL NOTES:**

1. XX23: XX= FLOOR #(2-12), 23= UNIT #
2. THE EXISTING FAN COIL UNIT IN EACH CORRIDOR & LOBBY SHALL BE REMOVED AND REPLACED WITH A NEW UNIT. THE EXISTING SUPPLY DUCT, DOOR/WALL GRILLES, AND PIPING RISERS SHALL REMAIN FOR FUTURE USE. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THESE ITEMS DURING DEMOLITION & INSTALLATION PHASES.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION OF CHILLED WATER, HEATING HOT WATER AND CONDENSATE PIPING RISERS IN EACH MECHANICAL CLOSET PRIOR TO INSTALLATION OF NEW FAN COIL UNIT.
4. TO REMOVE EXISTING FCU, CONTRACTOR SHALL SHUT DOWN THE UNIT AT THE DISCONNECT SWITCH AND DISASSEMBLE POWER TO UNIT. SHUT-OFF THE CHILLED WATER AND HEATING HOT WATER AT THE EXISTING ISOLATION VALVES AT THE BRANCH CONNECTIONS OFF OF EACH RISER. DRAIN ANY WATER FROM THE FCU. ALL PIPING DOWNSTREAM FROM THE ISOLATION VALVES SHALL BE REMOVED. REMOVE THE EXISTING CONDENSATE DRAIN P-TRAP AND DRAIN LINE FROM THE FCU TO THE RISER. LEAVE A TAP ON THE CONDENSATE BRANCH FOR FUTURE CONNECTION.
5. REMOVE THE FLEXIBLE DUCT CONNECTION BETWEEN THE FCU AND SUPPLY DUCT.
6. REMOVE THE THERMOSTAT. A NEW THERMOSTAT SHALL BE INSTALLED EITHER ON THE INTERIOR WALL OF THE CLOSET OR ON THE NEW FCU. EXISTING CONTROL WIRING SHALL REMAIN FOR FUTURE USE.
7. REMOVE & DISPOSE OF THE EXISTING FCU, THERMOSTAT, FLEXIBLE CONNECTION & BRANCH PIPE CONNECTIONS.
8. INSTALL A NEW FAN COIL UNIT SIZED PER SCHEDULE AND PLANS. CONTRACTOR SHALL FIELD VERIFY LEFT/RIGHT HAND CONNECTIONS. FAN COIL SHALL BE CENTERED UNDER SUPPLY DUCT RISER. INSTALL NEW FLEXIBLE CONNECTION AT UNIT AND CONNECT TO EXISTING SUPPLY DUCT. MODIFY EXISTING DUCT AS REQUIRED. INSULATE CONNECTION.
9. INSTALL NEW CHILLED WATER AND HEATING HOT WATER VALVE PACKAGES PER MANUFACTURER'S RECOMMENDATIONS.
10. INSTALL A NEW P-TRAP ON THE CONDENSATE CONNECTION AT THE UNIT AND CONNECT TO TAP ON CONDENSATE RISER.
11. INSTALL NEW THERMOSTAT & CONNECT TO EXISTING CONTROL WIRING. ROUTE POWER FROM EXISTING DISCONNECT SWITCH. ENERGIZE UNIT.
12. BALANCE AIRFLOW & WATER AT THE UNIT. RISERS TO BE BALANCED ONCE ALL STACKED FCU'S ARE INSTALLED.
13. CONTRACTOR SHALL PATCH & REPAIR OR REPLACE ANY LOOSE INSULATION ON PIPING RISERS IN MECH CLOSETS IF REQUIRED.



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EMAIL: mail@ecmconsultants.com

**HOUSING AUTHORITY OF NEW ORLEANS**  
2051 SENATE ST. BUILDING B, RM. 202  
NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS LOUISIANA NEW ORLEANS**

**ENLARGED CENTER LOBBY PLAN HVAC MODIFICATIONS**

DRAWN	MLM
CHECKED	NGW
DATE	AUGUST 26, 2022
SCALE	AS SHOWN
JOB NO.	22462.02
SHEET NO.	M2.2

7 OF 9 SHEETS



**CHILLED WATER SYSTEM**

CHILLED WATER PUMP LEAD/LAG OPERATION:  
THE VARIABLE SPEED CHILLED WATER PUMPS SHALL OPERATE IN A LEAD/LAG FASHION, ON FAILURE OF THE LEAD PUMP, THE LAG PUMP SHALL RUN AND THE LEAD PUMP WILL REMAIN OFF, ON DECREASING CHILLED WATER DIFFERENTIAL PRESSURE, THE PUMP SHALL RAMP UP TO MAINTAIN CHILLED WATER DIFFERENTIAL PRESSURE SETPOINT. THE DESIGNATED LEAD PUMP/CHILLER SHALL ROTATE EVERY OTHER WEEK.

CHILLED WATER DIFFERENTIAL PRESSURE CONTROL:  
THE CONTROLLER SHALL MEASURE CHILLED WATER DIFFERENTIAL PRESSURE AND MODULATE THE CHILLED WATER PUMP VFD(S) IN SEQUENCE TO MAINTAIN ITS CHILLED WATER DIFFERENTIAL PRESSURE SETPOINT. THE FOLLOWING SETPOINTS ARE RECOMMENDED VALUES, ALL SETPOINTS SHALL BE FIELD ADJUSTED DURING THE WATER BALANCE AND COMMISSIONING PERIOD TO MEET THE REQUIREMENTS OF ACTUAL FIELD CONDITIONS. FOUR (4) DP SENSORS SHALL BE PROVIDED ON CH-1, CH-2 AND IN THE BUILDING AS SHOWN ON THE MECHANICAL DRAWINGS AT THE TOP OF THE CHILLED WATER RISER IN EACH WING. THE CONTROLLER SHALL MODULATE CHILLED WATER PUMP SPEEDS TO MAINTAIN A CHILLED WATER DIFFERENTIAL PRESSURE OF 12 PSID (ADJ.), THE VFD'S MINIMUM SPEED SHALL NOT DROP BELOW 20% (ADJ.). ON DROPPING CHILLED WATER DIFFERENTIAL PRESSURE, THE VFD'S SHALL STAGE ON AND RUN TO MAINTAIN SETPOINT AS FOLLOWS: THE CONTROLLER SHALL MODULATE THE LEAD VFD TO MAINTAIN SETPOINT. IF THE LEAD VFD SPEED IS GREATER THAN A SETPOINT OF 90% (ADJ.), THE LAG VFD SHALL STAGE ON, THE LAG VFD SHALL RAMP UP TO MATCH THE LEAD VFD SPEED AND THEN RUN IN UNISON WITH THE LEAD VFD TO MAINTAIN SETPOINT. ON RISING CHILLED WATER DIFFERENTIAL PRESSURE, THE VFD'S SHALL STAGE OFF AS FOLLOWS: IF THE VFD'S SPEEDS DROP BACK TO 60% (ADJ.) BELOW SETPOINT, THE LAG VFD SHALL STAGE OFF. THE LEAD VFD SHALL CONTINUE TO RUN TO MAINTAIN SETPOINT.

ALARMS:  
HIGH CHILLED WATER DIFFERENTIAL PRESSURE: IF THE CHILLED WATER DIFFERENTIAL PRESSURE IS 25% (ADJ.) GREATER THAN SETPOINT.  
LOW CHILLED WATER DIFFERENTIAL PRESSURE: IF THE CHILLED WATER DIFFERENTIAL PRESSURE IS 25% (ADJ.) LESS THAN SETPOINT.  
CHILLED WATER TEMPERATURE MONITORING: CHILLED WATER SUPPLY AND CHILLED WATER RETURN.

**HEATING HOT WATER SYSTEM**

HOT WATER PUMP LEAD/LAG OPERATION:  
THE VARIABLE SPEED HEATING HOT WATER PUMPS SHALL OPERATE IN A LEAD/LAG FASHION, ON FAILURE OF THE LEAD PUMP, THE LAG PUMP SHALL RUN AND THE LEAD PUMP WILL REMAIN OFF, ON DECREASING WATER DIFFERENTIAL PRESSURE, THE PUMP SHALL RAMP UP TO MAINTAIN HEATING HOT WATER DIFFERENTIAL PRESSURE SETPOINT.

HEATING HOT WATER DIFFERENTIAL PRESSURE CONTROL:  
THE CONTROLLER SHALL MEASURE HEATING HOT WATER DIFFERENTIAL PRESSURE AND MODULATE THE HOT WATER PUMP VFD(S) IN SEQUENCE TO MAINTAIN ITS WATER DIFFERENTIAL PRESSURE SETPOINT. ALL SETPOINTS SHALL BE FIELD ADJUSTED DURING THE WATER BALANCE AND COMMISSIONING PERIOD TO MEET THE REQUIREMENTS OF ACTUAL FIELD CONDITIONS. FOUR (4) DP SENSORS SHALL BE PROVIDED ON BOILER-1, BOILER-2 AND IN THE BUILDING AS SHOWN ON THE MECHANICAL DRAWINGS AT THE TOP OF THE HEATING HOT WATER RISER IN EACH WING. THE CONTROLLER SHALL MODULATE HOT WATER PUMP SPEEDS TO MAINTAIN A HOT WATER DIFFERENTIAL PRESSURE OF 12 PSID (ADJ.), THE VFD'S MINIMUM SPEED SHALL NOT DROP BELOW 20% (ADJ.). ON DROPPING HEATING HOT WATER DIFFERENTIAL PRESSURE, THE VFD'S SHALL STAGE ON AND RUN TO MAINTAIN SETPOINT AS FOLLOWS: THE CONTROLLER SHALL MODULATE THE LEAD VFD TO MAINTAIN SETPOINT. IF THE LEAD VFD SPEED IS GREATER THAN A SETPOINT OF 90% (ADJ.), THE LAG VFD SHALL STAGE ON, THE LAG VFD SHALL RAMP UP TO MATCH THE LEAD VFD SEEP AND THEN RUN IN UNISON WITH THE LEAD VFD TO MAINTAIN SETPOINT. ON RISING HEATING HOT WATER DIFFERENTIAL PRESSURE, THE VFD'S SHALL STAGE OFF AS FOLLOWS: IF THE VFD'S SPEEDS DROPS BACK TO 60% (ADJ.) SETPOINT, THE LAG VFD SHALL STAGE OFF. THE LEAD VFD SHALL CONTINUE TO MAINTAIN SETPOINT.

ALARMS:  
HIGH HEATING HOT WATER DIFFERENTIAL PRESSURE: IF THE HEATING WATER DIFFERENTIAL PRESSURE IS 25% (ADJ.) GREATER THAN SETPOINT.  
LOW HEATING HOT WATER DIFFERENTIAL PRESSURE: IF THE HEATING WATER DIFFERENTIAL PRESSURE IS 25% (ADJ.) LESS THAN SETPOINT.  
HEATING HOT WATER TEMPERATURE MONITORING: HEATING WATER SUPPLY AND CHILLED WATER RETURN.

**INSTALLATION SEQUENCE:**

PHASE A:  
PER DIRECTION OF THE HOUSING AUTHORITY OF NEW ORLEANS, THE FAN COIL UNITS IN THE FOLLOWING LIST OF APARTMENT UNITS SHALL BE REPLACED FIRST:

- 209, 339, 343, 347, 441, 503, 603, 647, 725, 825, 1121, 1234, 1241, 1245

PHASE B:  
REPLACEMENT OF THE FAN COIL UNITS IN EACH APARTMENT, CORRIDOR, AND LOBBY AREA SHALL BEGIN ON THE 12TH FLOOR. THE CONTRACTOR MUST PROVIDE THE PROPERTY MANAGER AND HANO A LIST OF APARTMENTS WHERE WORK WILL COMMENCE A MINIMUM OF 3 BUSINESS DAYS PRIOR TO ACCESS INTO ANY APARTMENT UNIT. THE FAN COIL UNITS SHALL BE REMOVED AND REPLACED AS DESCRIBED IN THE CONTRACT DOCUMENTS. REMOVAL AND INSTALLATION OF THE EQUIPMENT SHALL BE COMPLETED IN 1 DAY. PROVIDE MANPOWER TO COMPLETE THE INSTALLATION OF A FAN COIL UNIT IN AN APARTMENT BETWEEN THE HOURS OF 8:00AM - 5:00PM. SHOULD WORK EXTEND INTO THE FOLLOWING DAY, THE CONTRACTOR MUST NOTIFY THE PROPERTY MANAGER AS SOON AS POSSIBLE BUT NO LATER THAN 2:00PM ON THAT DAY. CONTRACTOR SHALL PROVIDE SAFETY BARRIERS IF REQUIRED TO PROTECT TENANT FROM UNFINISHED WORK. ONCE INSTALLED, THE FAN COIL UNIT SHALL BE ENERGIZED, EACH DIFFUSER SHALL BE BALANCED, FLOW REGULATORS SHALL BE SET, AND FILTERS SHALL BE REPLACED IF NECESSARY. ALL DEBRIS SHALL BE REMOVED.

THE DIFFERENTIAL PRESSURE CONTROLLER IN APARTMENT UNIT 1211 SHALL BE REPLACED IN-KIND. EXISTING CONTROL WIRING FROM THE CONTROLLER TO THE PUMP CONTROL PANELS IN THE MECHANICAL ROOM SHALL REMAIN. THE CONTROLLER SHALL BE OPERATIONAL DURING REPLACEMENT PROJECT. NEW DIFFERENTIAL PRESSURE CONTROLLERS AND CONTROL WIRING SHALL BE INSTALLED IN THE CHILLED WATER AND HEATING HOT WATER RISERS IN APARTMENT UNITS: 1223, 1239, AND 1247. NEW CONTROL WIRING SHALL BE ROUTED FROM THE PRESSURE CONTROLLERS TO THE MECHANICAL ROOM. ROUTING OF THE WIRING DOWN THE EXISTING CHASE SHALL BE A PART OF THE WORK ON EACH FLOOR.

UPON COMPLETION OF ALL FAN COIL UNITS ON THE 12TH FLOOR, WORK SHALL COMMENCE ON THE 11TH FLOOR AND ALL CONSECUTIVE FLOORS AFTER THAT.

PHASE C:  
THE NEW DIFFERENTIAL PRESSURE CONTROLLERS SHALL BE CONNECTED TO THE EXISTING CONTROL PANELS FOR THE CHILLED WATER PUMPS AND HEATING HOT WATER PUMPS. REFER TO SEQUENCE OF OPERATION.

A TEST AND BALANCE CONTRACTOR SHALL BALANCE THE CHILLED WATER RISERS AND HEATING HOT WATER RISERS TO MEET THE FLOW REQUIREMENTS FOR EACH RISER. THE CONTRACTOR MUST PROVIDE THE PROPERTY MANAGER AND HANO A LIST OF APARTMENTS WHERE ACCESS TO CIRCUIT SETTERS OR CONTROLLERS IS REQUIRED A MINIMUM OF 3 BUSINESS DAYS PRIOR TO ACCESS.

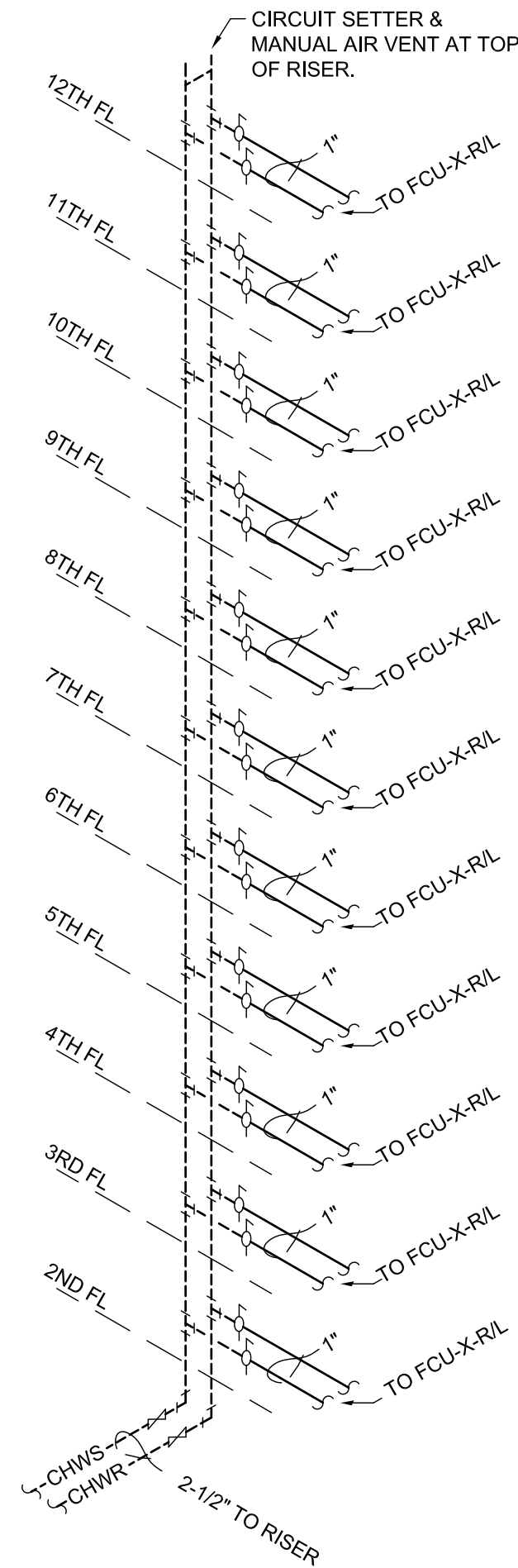
**FAN COIL UNIT:**

RUN CONDITIONS - SCHEDULED:  
THE UNIT SHALL RUN ACCORDING TO A USER DEFINABLE TIME SCHEDULE.  
THE UNIT WILL MAINTAIN  
• 75° (ADJ) COOLING SETPOINT  
• 70° (ADJ) HEATING SETPOINT

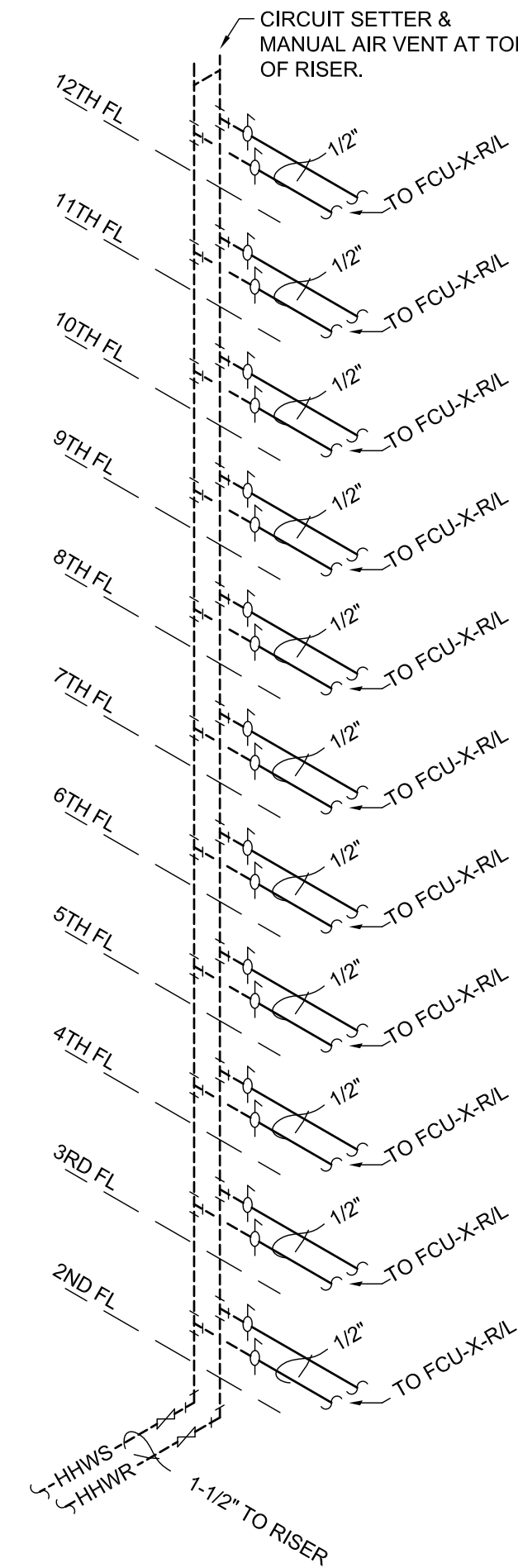
ZONE SETPOINT ADJUST:  
THE OCCUPANT WILL BE ABLE TO ADJUST THE ZONE TEMPERATURE HEATING AND COOLING SETPOINTS AT THE THERMOSTAT.

COOLING COIL VALVE:  
THE CONTROLLER WILL MEASURE THE ZONE TEMPERATURE AND OPEN THE COOLING COIL VALVE TO MAINTAIN ITS COOLING SETPOINT.

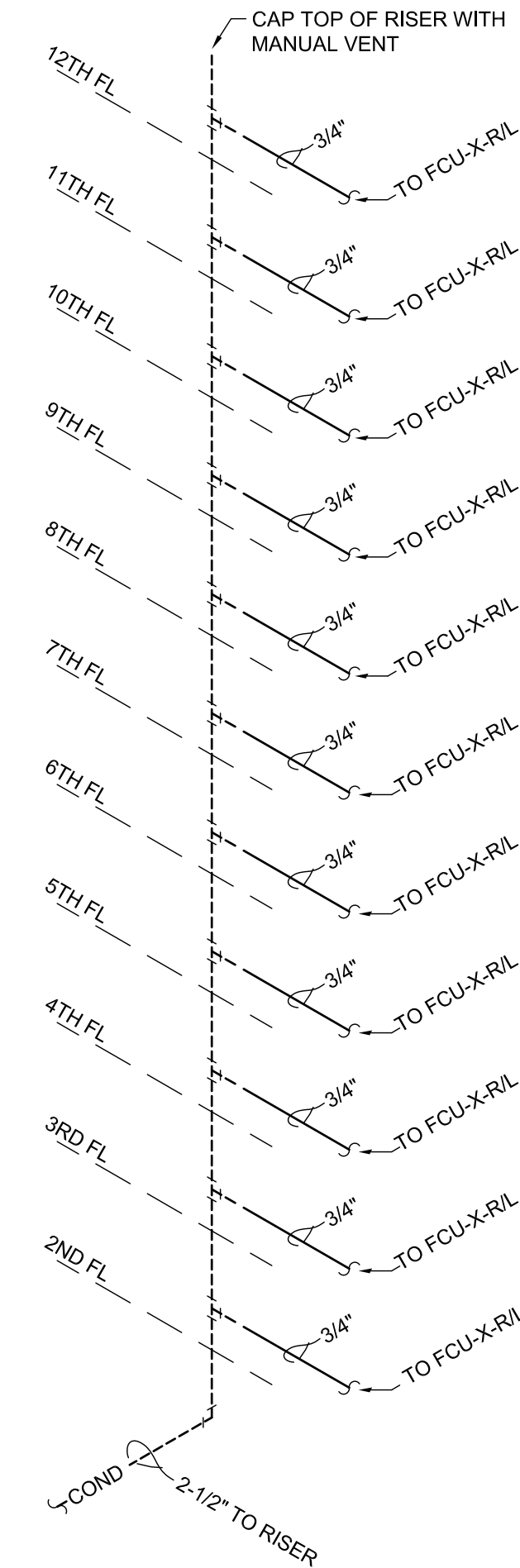
HEATING COIL VALVE:  
THE CONTROLLER WILL MEASURE THE ZONE TEMPERATURE AND OPEN THE HEATING WATER VALVE TO MAINTAIN ITS HEATING SETPOINT.



**CHILLED WATER RISER DIAGRAM**  
NOT TO SCALE



**HEATING HOT WATER RISER DIAGRAM**  
NOT TO SCALE



**CONDENSATE RISER DIAGRAM**  
NOT TO SCALE



REVISIONS	BY

ARCHITECT/ENGINEER:  
**ECM Consultants, Inc.**  
ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS  
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EMAIL: mail@ecmconsultants.com

OWNER:  
**HOUSING AUTHORITY OF NEW ORLEANS**  
2051 SENATE ST. BUILDING B, RM. 202  
NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS LOUISIANA NEW ORLEANS**  
**MECHANICAL RISERS + INSTALLATION SEQUENCE**

DRAWN	HRG
CHECKED	NGW
DATE	AUGUST 26, 2022
SCALE	AS SHOWN
JOB NO.	22462.02
SHEET NO.	M3.0
9 OF 9 SHEETS	

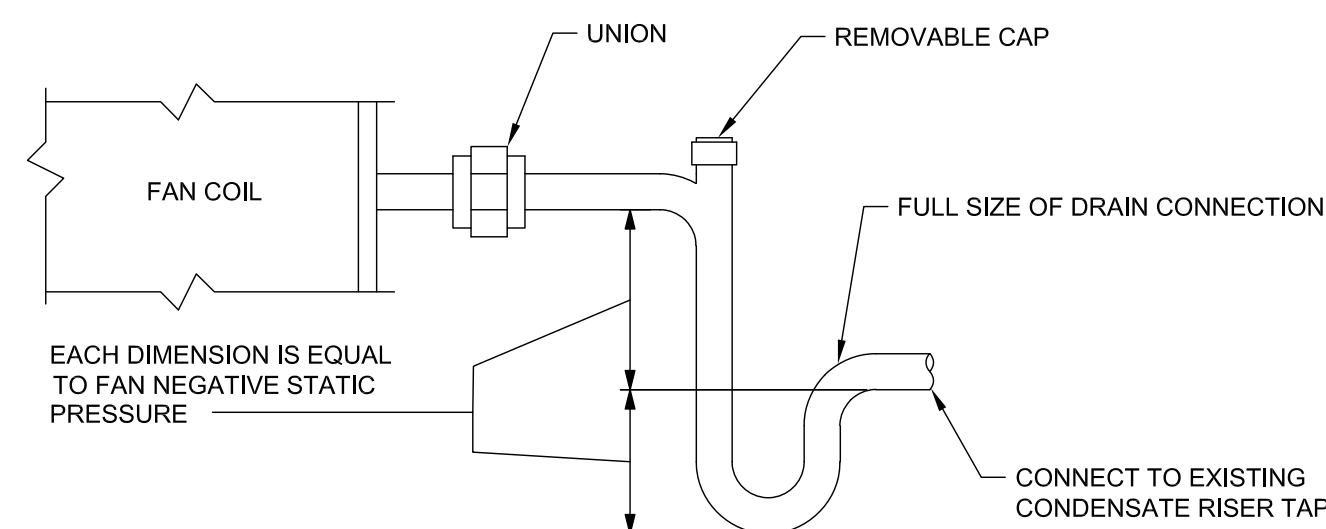


REVISIONS	BY

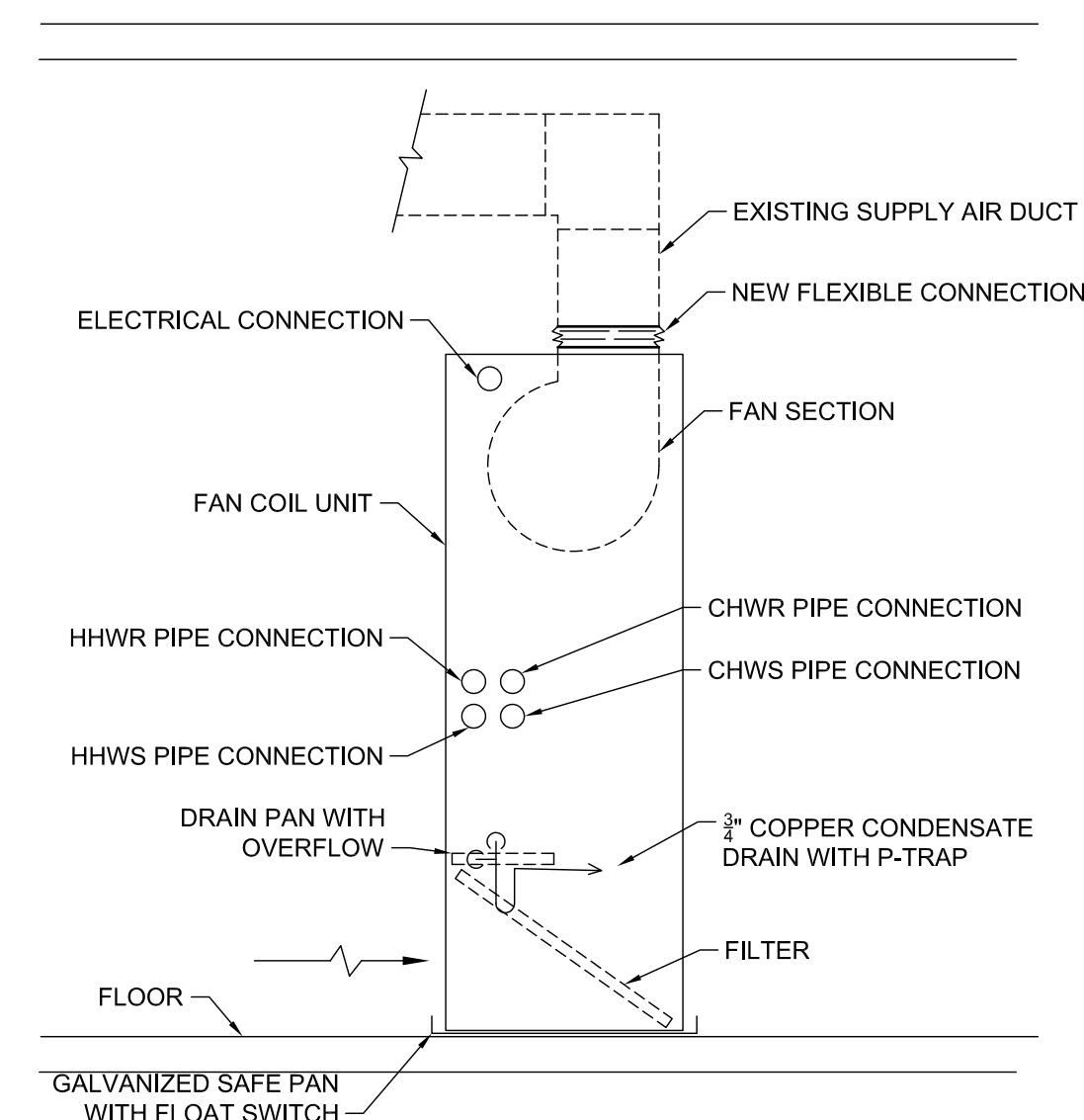
### FAN COIL UNIT SCHEDULE

FCU NO.	NO. OF UNITS	TOTAL CFM	EXT S.P. IN WG	COOLING CAPACITY				HEATING CAPACITY			UNIT HP 120V/1Ø	UNIT MCA 120V/1Ø	WEIGHT LBS	WILLIAMS MODEL NO.	REMARKS
				SENSIBLE MBH	TOTAL MBH	GPM 44°F WATER	WATER PD	TOTAL MBH	GPM 180°F WATER	WATER PD					
FCU-A-R	43	520	0.5	15.3	22.0	4.5	3.6	28.2	1.0	2.2	1/6	3.5	150	CV004W	1, 2, 3, 4, 5, 6
FCU-A-L	42	520	0.5	15.3	22.0	4.5	3.6	28.2	1.0	2.2	1/6	3.5	150	CV004W	1, 2, 3, 4, 5, 6
FCU-B-R	168	600	0.5	17.5	25.0	5.0	4.1	30.0	1.0	2.2	1/6	3.5	150	CV006W	1, 2, 3, 4, 5, 6
FCU-B-L	117	600	0.5	17.5	25.0	5.0	4.1	30.0	1.0	2.2	1/6	3.5	150	CV006W	1, 2, 3, 4, 5, 6
FCU-C-R	49	770	0.5	19.8	25.9	5.2	3.0	28.1	1.0	1.5	1/6	3.5	200	CV008W	1, 2, 3, 4, 5, 6
FCU-C-L	17	770	0.5	19.8	25.9	5.2	3.0	28.1	1.0	1.5	1/6	3.5	200	CV008W	1, 2, 3, 4, 5, 6
FCU-D-R	14	900	0.5	23.0	30.0	6.0	4.2	29.4	1.0	1.7	1/4	4.25	200	CV010W	1, 2, 3, 4, 5, 6
FCU-E-R	1	1100	0.5	26.5	33.3	6.7	4.8	30.2	1.0	1.7	1/4	4.25	220	CV012W	1, 2, 3, 4, 5, 6

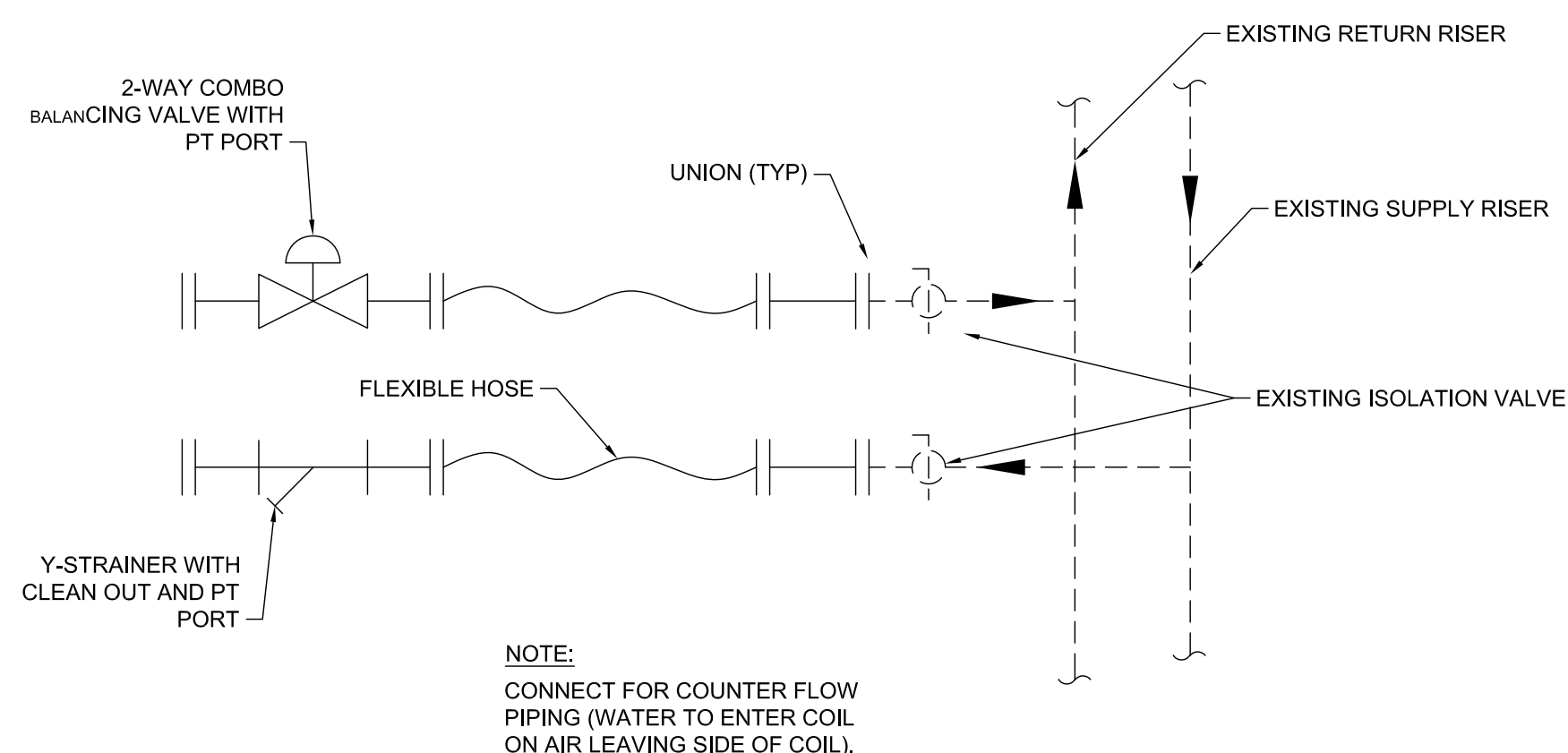
- FAN COIL UNIT SHALL BE 4-PIPE VERTICAL CONCEALED UNIT.
- COILS SHALL BE SIZED FOR 10 DEGREE COOLING DELTA T AND 20 DEGREE HEATING DELTA T.
- UNIT SHALL HAVE FRONT RETURN, FRONT ACCESS PANEL, AND TOP DISCHARGE WITH 1" DUCT FLANGE.
- ALL UNITS SHALL BE EQUIPPED WITH A COOLING AND HEATING VALVE PACKAGE. PACKAGES SHALL INCLUDE 2-WAY VALVES, BALANCING VALVE, STRAINER WITH CLEAN OUT, PT PORTS, FLEX HOSE, & UNIONS. SET FLOW REGULATOR 1 GPM GREATER THAN DESIGN FLOW).
- FURNISH NEW THERMOSTAT. CONNECT TO EXISTING CONTROL WIRING. MOUNT IN EXISTING LOCATIONS.
- EXISTING DISCONNECT SWITCH TO REMAIN. CONNECT TO NEW UNIT.



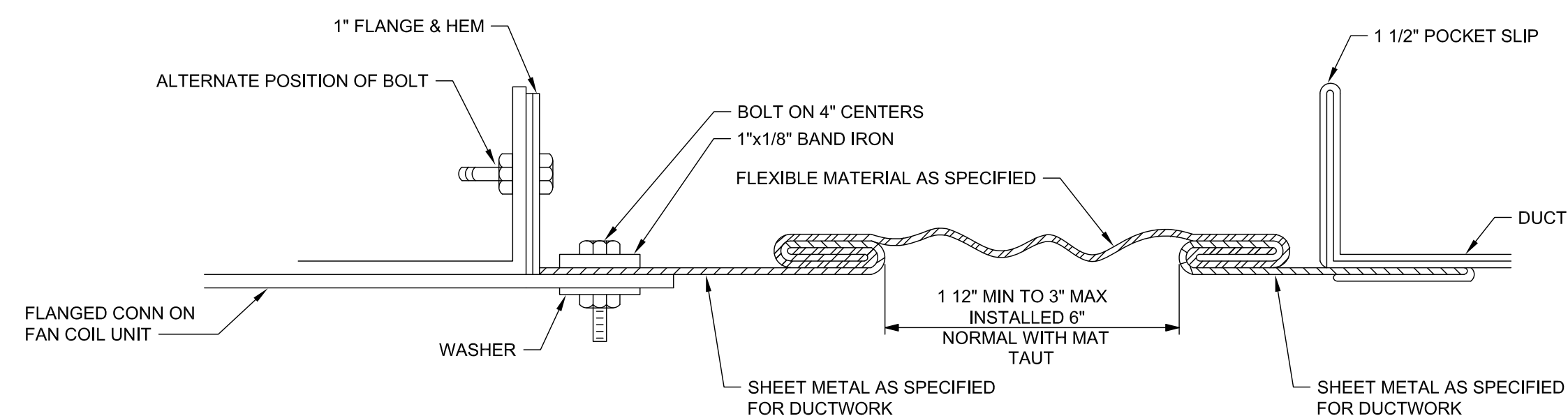
**CONDENSATE DRAIN DETAIL**  
NOT TO SCALE



**VERTICAL FAN COIL UNIT**  
NOT TO SCALE



**VERTICAL FCU - WATER PIPING DETAIL**  
NOT TO SCALE



**RECTANGULAR FLEXIBLE CONNECTION**  
NOT TO SCALE



ARCHITECT/ENGINEER:  
**ECM Consultants, Inc.**  
ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS  
1301 CLEARVIEW PKWY, SUITE 200  
METairie, LOUISIANA, 70001  
PHONE: (504) 885-4080, FAX: (504) 885-1439  
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OWNER:  
**HOUSING AUTHORITY OF NEW ORLEANS**  
2051 SENATE ST. BUILDING B, RM. 202  
NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE REMOVE & REPLACE FAN COIL UNITS NEW ORLEANS**  
**LOUISIANA**  
**MECHANICAL SCHEDULE + DETAILS**

DRAWN	HRG
CHECKED	NGW
DATE	AUGUST 26, 2022
SCALE	AS SHOWN
JOB NO.	22462.02
SHEET NO.	M3.1

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**“NO BID” RESPONSE FORM**

If you do not wish to bid/submit a bid on this solicitation, please provide written notification of your decision. Your responses assist with planning future solicitations. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Responses do not prohibit you from receiving future opportunities unless you request to be removed from future communications. This form may be returned to the address listed below, emailed to [procurement@hano.org](mailto:procurement@hano.org), or faxed to 504-286-8224.

**Check all that apply:**

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

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

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

\_\_\_\_\_

- Specifications unclear. Please explain:

\_\_\_\_\_

- Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Email

Please return this completed form to:  
**Housing Authority of New Orleans**  
Procurement & Contracts Department  
4100 Touro St.  
New Orleans, LA 70122  
Email: [procurement@hano.org](mailto:procurement@hano.org) Fax: 504-286-8224

# IFB Attachment A (Form of Bid)



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

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

**SECTION 3 STATEMENT**

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

**BIDDER'S STATEMENT**

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

\_\_\_\_\_  
Signature                                      Date                                      Printed Name                                      Company

# Attachment B

## HUD-5369





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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B-1**  
**SF-LLL**  
**Disclosure of**  
**Lobbying**  
**Activities**



# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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



**Attachment B-2  
HUD-50071  
Certification of  
Payments to  
Influence Federal  
Transactions**



# Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

**Attachment B-3**  
**HUD-50070**  
**Certification of a**  
**Drug-Free Workplace**



# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

# Attachment C

# Profile of Firm Form



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**PROFILE OF FIRM FORM**  
**(Attachment C)**

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

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

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Company \_\_\_\_\_

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**PROFILE OF FIRM FORM**  
**(Attachment C)**

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

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

\_\_\_\_\_  
Signature                                      Date                                      Printed Name                                      Company

# Attachment D

## Section 3 Submittal Form





**Section 3 Business Preference Submittal Form**

**(Attachment D)**

---

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

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

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

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

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

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

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

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

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

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

8.0 The undersigned bidder/bidder hereby declares:

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

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

8.2.1 NOT award the bidder/bidder a Preference; and

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company



# Attachment E

## HUD-5369-A



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

# Attachment F Supplemental Conditions



**SUPPLEMENTAL CONDITIONS**

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

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

**Liquidated Damages**

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

**Contract Type**

The contract resulting from this IFB shall be a fixed price contract. Boiler replacement services shall be paid at fixed rates, in accordance with the contractor's Cost Bid, pending HUD Funding.

**Davis Bacon**

Davis Wage Rates are in effect for this project.

**Employment, Training and Contracting Policy**

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

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

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

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

**PART III - COMPLIANCE REQUIREMENTS**

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

**PART VI - TRAINING REQUIREMENTS**

- A. TRAINING AND INTERNSHIP REQUIREMENTS

## INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste

### PART V - CONTRACTING AND COMPLIANCE FORMS

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

### Invoicing

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

### Payments

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

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

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

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

### Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding



## INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste

public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this IFB, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

### **Indemnification**

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

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

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

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

### **Ethics Policy**

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

### **Third Party Claims on Software**

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

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

**Contractual Obligations**

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

**Certification of Legal Entity**

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

**Certifications**

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

**Personnel**

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

**Respondent Status**

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

**Assignment**

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

**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**Advertising**

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

**Media Relations**

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

**Assumption of Risk**

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

# Attachment G

## HUD 5370



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 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 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. 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	<b>Administrative Requirements</b>		
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
<b>Construction Requirements</b>			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
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
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
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
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
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
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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## 1. Definitions

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

## 2. Contractor's Responsibility for Work

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

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

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

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

#### 4. Other Contracts

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

### Construction Requirements

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

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

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

#### 6. Construction Progress

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

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

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

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

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

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be



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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

#### 12. Permits and Codes

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

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

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

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

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

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

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

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

## 17. Temporary Buildings and Transportation of Materials

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

## 18. Clean Air and Water

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

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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

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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

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 nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

### 31. Disputes

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

### 32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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



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

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

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

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

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

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

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

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

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

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

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

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

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

# Attachment H Acknowledgment of Addenda





**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**ACKNOWLEDGEMENT OF  
ADDENDA (ATTACHMENT H)**

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

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

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

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

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

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

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

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

**Attachment I**  
**LOUISIANA UNIFORM**  
**PUBLIC WORK BID**  
**FORM**  
**(Entry of Proposed Fees)**



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

**BID FOR:** FAN COIL UNIT REPLACEMENT AT GUSTE HR  
IFB #23-912-04

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: \_\_\_\_\_ and dated: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment J Certification of Contractor Non- Exclusion



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

# Attachment K E-Verification Affidavit



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

**E-VERIFICATION AFFIDAVIT**

**(Employer)**

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

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

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

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

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

Signature of

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

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

Sworn to and Subscribed before me:

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

# Attachment L Vendor Registration Form







## VENDOR SETUP FORM

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner/President: \_\_\_\_\_

Remit To Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Company Website: \_\_\_\_\_

**Banking Information (Required for EFT Payment, if applicable):**

Bank Name: \_\_\_\_\_ Name on Bank Account: \_\_\_\_\_

Routing Number:

Account Number:

Type of Account:     Checking     Savings     Corporate/Commercial

Required: Taxpayer Identification Number: \_\_\_\_\_

**Type of Operation (Check all that apply):**

- Individual     Corporation     Manufacturer     Partnership     Distributor
- Sole Proprietorship     Retail Dealer     Agent/Broker     Limited Liability

**PLEASE ATTACH ANY REVISED INFORMATION INCLUDING W9 AND/OR BANKING UPDATED INFORMATION, AS REQUIRED.....**

Requisition #: \_\_\_\_\_ or N/A \_\_\_\_\_ (Direct pay items do not require a requisition #)

**Approvals:**

Requestor/Department: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_ 1099? Y N

Procurement Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Date Entered: \_\_\_\_\_ Entered By: \_\_\_\_\_

\* Attach Documentation (If Provided)

## Select All Applicable Products/Service in Each Category:

### Voice Services & Products:

- Call Accounting
- Calling Cards
- Local Services
- Voice Bridging
- VoIP Solutions
- Call Center
- Telephone Equipment
- Long Distance Services
- Voice Systems
- Wireless/Cellular
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Network/Internet Services & Products:

- Converged Network Provider
- Internet Access
- Virtual Learning
- Custom Network/Internet Solutions
- Network Equipment
- Wireless LAN/MAN/WAN
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Video Services & Products:

- Audio/Visual Equipment
- Interactive Video & Multimedia Equipment
- Video Bridging
- Integration Services
- Network Access
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### e-Learning Solutions:

- Course/Learning Management Application
- Training/Certification
- Course Content Provider
- Hosting – ASP Services
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Computer Services & Products:

- Application Software (Microsoft, Adobe, Lotus, etc.)
- E-mail Applications
- Network Devices
- SAN, Enterprise, Etc.
- Web & Application Hosting/IT Services
- Computers, Servers & Add-On Components
- Internet Content Filtering Applications & Devices
- Peripheral Equipment
- Storage Systems
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Additional Services & Products:

- Auditors
- Electrical Generators & Power Suppression Equip
- Office Furniture
- Consulting
- Library Supplies, Equipment & Furniture
- Office Supplies & Equipment
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)

Required: (Attach a copy of your certification for all items circled above)

Check one: \_\_\_ African American \_\_\_ Hispanic \_\_\_ Native American \_\_\_ Asian \_\_\_ Caucasian \_\_\_ Other

## **Definitions:**

**Disadvantage Business Enterprise (DBE)** – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

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

**Section 3 Business** - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

**Small Business Enterprise (SBE)** — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).

## DECLARATION BY VENDOR

**I confirm that:**

- i) Neither I nor any employee of \_\_\_\_\_ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Signature

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                      <input type="checkbox"/> C Corporation                      <input type="checkbox"/> S Corporation                      <input type="checkbox"/> Partnership                      <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____             </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	
	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Attachment M

# Sample Bid Bond

# Form



**INVITATION FOR BIDS (IFB) No. 23-912-04, Fan Coil Unit Replacement at Guste**

SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_ Located at \_\_\_\_\_  
(Identify project by number and brief description)

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

**IN WITNESS WHEREOF**, the Principal and Surety have hereto set their hands and seals, this \_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Name and Seal)

\_\_\_\_\_  
(Attorney-in-Fact)

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Attachment N

# Davis Bacon Wage

# Rates



"General Decision Number: LA20220041 12/09/2022

Superseded General Decision Number: LA20210041

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022

2	02/25/2022
3	06/24/2022
4	07/29/2022
5	09/30/2022
6	10/21/2022
7	12/09/2022

\* ASBE0053-001 08/29/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.20	9.62

\* ELEC0130-010 12/05/2022

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring).....	\$ 32.75	14.51

ELEV0016-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.80	36.885+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

-----  
IRON0623-021 01/01/2022

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 32.69	11.50

PAIN1244-006 09/01/2022

	Rates	Fringes
GLAZIER.....	\$ 23.41	11.65

PAIN1244-013 12/01/2021

	Rates	Fringes
--	-------	---------

PAINTER: Spray Only (Excludes  
Drywall Finishing/Taping).....\$ 18.83 9.48

-----  
PLAS0567-001 08/01/2022

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.47 7.97

-----  
PLUM0060-009 12/06/2021

Rates Fringes

PIPEFITTER (Including HVAC  
Pipe and Unit Installation;  
Excluding Installation of  
HVAC Temperature Controls).....\$ 30.70 13.45

PLUMBER (Installation of HVAC  
Temperature Controls;  
Excluding HVAC Pipe and Unit  
Installation).....\$ 30.70 13.45

-----  
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.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

=====

END OF GENERAL DECISIO"

# Attachment O Employment, Training, and Contracting Policy





*Housing Authority of New Orleans*

**EMPLOYMENT, TRAINING, AND CONTRACTING POLICY**

# **Table of Contents**

**Page**

## **Part I- Policy, Purpose, Requirements, Definitions**

A. Introduction and Summary.....	3
B. Definitions.....	4
C. HANO Section 3 & DBE/WBE Policy Statements .....	6
D. Section 3 New Hire and Contracting Requirements.....	7
E. DBE/WBE Contract Requirements.....	9

## **Part II- Procurement & Contractor Requirements and Procedures**

A. Section 3 Contracting Procedures .....	10
B. DBE/WBE Contracting Procedures .....	12
C. Reporting Open Positions.....	14

## **Part III – Compliance Requirements**

A. Compliance Requirements for Hiring & Contracting .....	15
B. Project Labor Agreements or Community Workforce Agreements.....	15

## **Part VI – Training Requirements**

A. Training and Internship Requirements.....	16
--	----

## **Part V – Contracting and Compliance Forms**

A. Section -3 Individual Verification Form.....	18
B. Section -3 Employment Action Plan.....	21
C. Section -3 Training Action Plan.....	22
D. Contracting and Action Plan for Section 3/DBE/WBE.....	23
E. List of Core Employees.....	24
F. Contracting Schedule.....	25
G. Section -3 Employment and Training Schedule.....	26
H. Letter of Intent.....	27
I. Statement of Understanding.....	28
J. Contractors Section -3 Employment and Training Compliance Report.....	29
K. Employer Paid Training Report.....	30
L. Section -3 Manhour Report.....	31
M. Contracting Compliance Report.....	32
N. Employment Assessment.....	33

# Part I: Policy, Purpose, Requirements, Definitions

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## 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, a individual companies 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**

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### **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](http://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 Client Services. 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](http://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](http://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 [crescentcityjobmatch.com](http://crescentcityjobmatch.com), HANO's website and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO's requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

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

## Part III- Compliance Requirements

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### 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**

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## 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 2015**

Orleans Parish Median Income: \$60,000

FY 2015 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>	21,000	24,000	27,000	<b>30,000</b>	32,400	34,800	37,200	39,600
<u>Low (30%) Income Limits</u>	12,600	15,930	20,090	<b>24,250</b>	28,410	32,570	37,200	39,600
<u>Low (80%) Income Limits</u>	33,000	38,400	43,200	<b>48,000</b>	51,850	55,700	59,550	66,400

**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 2015 Income Limits Documentations System, <http://www.huduser.org/portal/datasets/il/il2015/2015summary.odn>













**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	PAINING	John Doe Resident Owned Painter, Inc. New Orleans, LA			X	\$50,000		
1.								
2.								
3.								
4.								
5.								
6.								
7.								

**Summary:**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSING AUTHORITY OF NEW ORLEANS**  
**SECTION 3 EMPLOYMENT AND TRAINING SCHEDULE**

IFB NO. \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: \_\_\_\_\_ IFB# \_\_\_\_\_  
Name of Prime Contractor

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

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

Name of Subcontractor \_\_\_\_\_

Description of Work to Be Performed by Subcontractor \_\_\_\_\_

Contract Value (inclusive of change orders) \$ \_\_\_\_\_

Term of Contract (include start and end dates) \_\_\_\_\_

Subcontractor Status (Section 3, DBE, WBE) \_\_\_\_\_

By: \_\_\_\_\_  
Prime Contract Signature

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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)
(Signature)
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires: \_\_\_\_\_

Date Executed: \_\_\_\_\_





**HOUSING AUTHORITY OF NEW ORLEANS**

**Contractors Section 3 Employment and Training Compliance Report**

Reporting Period: \_\_\_\_\_

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

Prime Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

<b>Craft/Trade</b>	<b>Total Number of New Hires</b>	<b>Tier 1 Resident s Hired</b>	<b>Tier 2 Resident s Hired</b>	<b>Tier 3 Resident s Hired</b>	<b>Tier 4 Resident s Hired</b>	<b>Tier 5 (a) Resident s Hired</b>	<b>Tier 5 (b) Resident s Hired</b>	<b>Total Number of Section 3 Resident s Hired*</b>	<b>Percentage of Section 3</b>	<b>Total Number of Section 3 Resident s in Apprenticeship Programs</b>
<b>Example: Laborer</b>	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: \_\_\_\_\_

Type of Training: \_\_\_\_\_

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

Employer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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



**HOUSING AUTHORITY OF NEW ORLEANS**

**Section 3 Manhour Report**

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

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

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

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

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: \_\_\_\_\_

Total Number of Manhours Worked by Section 3 Employees: \_\_\_\_\_

Total Percentage of Manhours Worked by Section 3 Employees: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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



**HOUSING AUTHORITY OF NEW ORLEANS**

**Contracting Compliance Report**

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

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

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

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

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

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

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

Total Amount Paid to Contractor by HANO:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to DBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to WBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Section 3 Employment and Training Assessment

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

### Personal Information

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Alt. Telephone \_\_\_\_\_

Current Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

If Yes, Which Site: \_\_\_\_\_ Name of Head of Household \_\_\_\_\_

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

If Yes, Name of Head of Household \_\_\_\_\_

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

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

### Education

Highest Level of Education (Grade Completed) \_\_\_\_\_

High School Diploma \_\_\_\_\_ GED \_\_\_\_\_ Some College \_\_\_\_\_

College \_\_\_\_\_ List Degree \_\_\_\_\_ Year Completed \_\_\_\_\_

Name of last School Attend \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Last Year Attended \_\_\_\_\_

### Employment

1. Have you ever worked before? Yes \_\_\_\_\_ No \_\_\_\_\_

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

3. Current Job Title \_\_\_\_\_ Hourly Rate \_\_\_\_\_

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

\_\_\_\_\_

5. Do you have an occupational skills credential/license? If so, what and expiration date.  
\_\_\_\_\_
6. Have you ever participated or completed work readiness training? If so, when.  
\_\_\_\_\_
7. Are there any problems or issues that may prevent you from working consistently? If so, explain.  
\_\_\_\_\_
8. What type of environment would you like to work in? \_\_\_Indoors \_\_\_Outdoors
9. What types of machinery/office equipment to you know how to operate?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employment History**

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

**Transportation**

1. Do you have a valid driver's license? Yes\_\_\_\_\_ No\_\_\_\_\_ State\_\_\_\_\_
2. Do you own a car or have access to reliable transportation to get to and from work?  
Yes \_\_\_\_\_ No\_\_\_\_\_ If yes, make /model/year of car.  
\_\_\_\_\_

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

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**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.

<b>Trade</b>	<b># Of Years Experience</b>	<b>Trade</b>	<b># Of Years Experience</b>
<b><i>Carpentry</i></b>		<b><i>Drywall</i></b>	
Form Carpentry		Painting	
Cement Forms Finisher		Drywall Hanger	
Rough Frame Carpentry		Drywall Finisher	
Finish Carpentry			
Finish Interior Carpenter		<b><i>Flooring</i></b>	
Finish Exterior		Carpet Installation	
Door Installation		Tile Setting	
Window Installation		Wood Flooring Installation	
<b><i>Machine Operation</i></b>		<b><i>Misc. Items</i></b>	
Forklift		Appliance Installation	
Boom/lift		Fencing	
Bob Cat		Landscaping	
Back Hoe		Plumbing	
Excavator		Plumbing Fixture Install	
Sweeper		Janitorial	
		HVAC	
<b><i>Electrical</i></b>		Security	
Electrical (wiring)		General Labor	
Electrical (Connection)		Other 1	
Electrical (Fixture Install)		Other 2	
		Other 3	
<b><i>Concrete / Masonry</i></b>		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


# Attachment P Statement of Bidder's Qualifications



**HOUSING AUTHORITY OF NEW ORLEANS  
 INVITATION FOR BIDS  
 FOR  
 FAN COIL UNIT REPLACEMENT AT GUSTE HIGH RISE HOUSING  
 COMMUNITY IFB #23-912-04**

**STATEMENT OF BIDDER'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.

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

**OFFICERS, OWNERS, OR PARTNERS**

NAME	OFFICIAL CAPACITY

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME**

NAME	OFFICIAL CAPACITY

**BANK REFERENCE**

<b>BANK NAME:</b>	<b>ADDRESS:</b>
<b>CONTACT PERSON:</b>	<b>TELEPHONE NO.:</b>

**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:
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