

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

**4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3249
FAX: (504) 286-8224
DATE: TUESDAY, OCTOBER 2, 2018**

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ **FAX #** _____ **EMAIL:** _____

CONTRACT ADMINISTRATOR: DIANNE WILTZ-HUNLEY

QUOTE DUE BY: TUESDAY, OCTOBER 16, 2018 @ 2:00 P.M.

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

SPECIFICATIONS/SCOPE OF SERVICES: SEE ATTACHED

SPECIAL INSTRUCTIONS:

**SITE VISIT: FRIDAY, OCTOBER 5, 2018, @ 10:00 A.M.
LOCATION: 2001 WAGNER STREET**

PROJECT MANAGER: LANGSTON FORD (504) 670-3324.

1. All quotes and required submittal documents shall be delivered, in accordance with the Instructions to Bidders and Supplemental Instructions to Bidders contained herein.
2. Offers are subject to form HUD-5370-EZ and Supplemental Conditions.
3. Davis Bacon wage rates shall apply.
4. Refer to Index of Submittal Documents for a list of required documents.
5. Questions are to be submitted in writing no later than 2:00 p.m. on Thursday, October 11, 2018 to: Dianne Wiltz-Hunley, Contract Administrator, at dwiltz@hano.org.

QUOTE VALID UNTIL: _____

QUOTE SUBMITTED AND AUTHORIZED BY: _____ **ON** _____ **20** _____

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

THIS IS NOT AN ORDER REQUEST

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**HOUSING AUTHORITY OF NEW ORLEANS
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REQUEST FOR QUOTES #18-912-38

INDEX OF SUBMITTAL DOCUMENTS

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

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

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED
QUOTE FORM (PAGES QF/1 – QF/2)	√	√	
BID BOND (SAMPLE FORM OF BID BOND IS INCLUDED)	All bids must be accompanied by a bid guarantee, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as an evidence of good faith of the bidder.		
HUD FORM 5369-A REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS PUBLIC AND INDIAN HOUSING PROGRAM	√	√	
CONTRACTOR'S SUMMARY SHEET	√	√	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	

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

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

The Housing Authority of New Orleans
Department of Procurement and Contracts
Audrey Plessy, Procurement Manager
4100 Touro Street
New Orleans, LA 70122

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

The following supplements modify the "Instructions to Bidders for Contracts" form HUD-5369.

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

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

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

2. Add the following subparagraph to paragraph l:

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

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

Deliver one (1) complete set to the Department of Procurement and Contracts at the following address:

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

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

Contractor's Name and Address
Project Name and RFQ Number
Contractor's License Number
Date and Time quotes are due

4. Add the following paragraphs as an additional paragraphs (i)

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

The successful bidder shall furnish completed Representations and Warranties as to Sales Tax on Applicable Materials and Equipment and State of Louisiana Department of Revenue Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity forms prior to execution of any contract under this solicitation. These forms will be provided to the successful bidder after contract award.

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

1. Rules, Regulations and Licensing Requirements

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

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

1. Add the following subparagraph to (a)

All requests/explanations shall be forwarded in writing no later than 2:00 p.m. on Thursday, October 11, 2018 to:

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

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

1. Modify paragraph I to read as follows:

Amendments to Request for Quotes will be on file in the offices of the Housing Authority of New Orleans, Department of Procurement and Contracts at least 24 hours before the date and time quotes are due.

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

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

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

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

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

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

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

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

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

Before a bid is considered for award, the apparent lowest, responsive bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Other documentation shall include, but not be limited to:

- 1) Sample Representations and Warranties as to Sales tax on Applicable Materials and Equipment
- 2) Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

Failure by any bidder to provide such additional information within the timeframe designated by HANO will render the bidder non-responsive and ineligible for contract award. At that time, the lowest bidder will be determined to be the bidder with the lowest bid and have submitted all documents timely, and will be required to comply with the procedures set forth herein.

Item #5: Bid Guarantee (applicable to construction and equipment contracts exceeding, \$25,000.00)

1. Add the following subparagraph:

A Sample Bid Bond form is provided in this document. Bidders may submit their bid guarantee on a form provided by their surety company.

Item #6: Representations, Certification, and Other Statement of Bidders – Form HUD 5369-A

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

Bidders representing and certifying as a part of this bid/offer that it is a small, women owned or a minority business concern must submit proof of certification from one of the Louisiana Unified Certification Program certifying agencies, and register as a vendor with the Housing Authority of New Orleans. Certification(s) shall be submitted to HANO prior to execution of a contract/purchase order.

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

QUOTE FORM

PROJECT IDENTIFICATION:	<u>EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET, FISCHER HOUSING COMMUNITY</u> <u>REQUEST FOR QUOTES #18-912-38</u>
	<u>TUESDAY, OCTOBER 16, 2018 @ 2:00 P.M.</u>
THIS QUOTE IS SUBMITTED TO:	HOUSING AUTHORITY OF NEW ORLEANS PROCUREMENT AND CONTRACTS DEPARTMENT 4100 TOURO STREET NEW ORLEANS, LA 70122
QUOTE FROM:	_____ (COMPANY NAME)
	By: _____ (SIGNATURE)
	_____ (STREET ADDRESS)
	_____ (CITY, STATE, ZIP)

- 1) The undersigned **OFFEROR** agrees, if the Quote is accepted, to enter into an agreement with the **OWNER**, in the form provided by the **OWNER**, to perform and furnish the Work as specified or indicated herein for the price indicated in this Quote and in accordance with the other terms and conditions of the Contract Documents.
- 2) In submitting this Quote, the **OFFEROR** declares and represents that:
 - The Owner has the right to reject this offer for just cause and to waive any informalities in the submission process if it be in the public interest to do so;
 - **OFFEROR** will sign and submit the Contract Agreement and other documents as required by the Owner;
 - **OFFEROR** is familiar with the general, local, and site conditions;
 - **OFFEROR** has examined copies of all the Quote Documents;
 - **OFFEROR** is familiar with federal, state, and local laws and regulations;
 - **OFFEROR** has attached and made a condition of this quote all of the required submittal documents, listed on the Index of Submittal Documents;.
 - **OFFEROR** has received and acknowledged addenda on this form, if applicable;

REQUEST FOR QUOTES #18-912-38

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

- 3) The Offeror hereby proposes and agrees, if this Quotation is accepted, to enter into a Contract for the exterior and interior repairs at 2100 Wagner Street, Fischer Housing Community, as outlined in the scope of work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the Work, and to furnish all materials and equipment required to perform the Work including; tools, equipment, supplies, transportation, facilities, labor, and supervision; insurance as specified in the Contract Documents for the Exterior and Interior Repairs at 2001 Wagner Street, Fischer Housing Community.

TOTAL LUMP SUM AMOUNT OF:

_____ (\$ _____)
(Use words) (Use figures)

- 4) OFFERER agrees to complete all work within the number of calendar days as indicated in the Supplemental Contract Conditions.
- 5) OFFEROR agrees to pay Liquidated Damages in accordance with the provisions set forth in the Supplemental Contract Conditions.

(Offeror's Name)

BY _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for _____

_____ Located at _____

(Identify project by number and brief description)

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

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

PRINCIPAL

SURETY

(Name and Seal)

(Attorney-in-Fact)

ATTEST: _____

ATTEST: _____

HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY

REQUEST FOR QUOTES #18-912-38

CONTRACTOR'S SUMMARY SHEET

If this Quote is submitted by a joint venture, each business shall provide the information requested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 01, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

(Louisiana Contractor's License Number)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

(If a Corporation, President or Vice-President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted)

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

Date Contractor Signed: _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

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)

HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY

REQUEST FOR QUOTES #18-912-38

NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

STATE of _____

City/County of _____

_____ Being duly sworn deposes and says:
(Name)

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

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

Signature of

Bidder, if the Offeror is an individual

Partner, if the Offeror is a partnership

Officer, if the Offeror is a corporation

Subscribed and sworn to before me This _____ day of _____, 20_____

Notary Public

My Commission Expires _____, 20_____.

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
 FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

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

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

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

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

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

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

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



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

HOUSING AUTHORITY OF NEW ORLEANS

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

Name of Contractor		
Address		
City	State	ZIP

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

Construction Project EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET	Contract Number 18-912-38
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This designation and acceptance of agency is effective for the period

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

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

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

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

SAMPLE

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

Contract #: 18-912-38

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

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

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

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

Contractor's Representations and Warranties

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

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

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

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

E. Contractor represents and warrants that in the event the Contractor's employees, agents, subcontractors or any other entity making purchases on Contractor's behalf shall abuse the tax

exemption herein contemplated whether by omission (example: failure to comply with statutes and regulations) or commission (example: purchases not for use in Owner's work), then the Contractor shall indemnify and hold harmless the Owner from all consequences resulting from such omissions or commissions during the term of the construction of Owner's facilities and that this indemnification shall survive the term of the Contract herein contemplated.

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

IN WITNESS WHEREOF

Contractor now signs below:

Contractor:

Date: _____

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if--
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility 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.

6. 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 \$~~500,000~~ ^{SEE SUPPLEMENTAL CONDITIONS} [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 \$ ~~500,000~~ [Contracting Officer insert amount] per occurrence. ^{SEE SUPPLEMENTAL CONDITIONS}

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

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

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

SUPPLEMENTAL CONDITIONS

The following supplements/modify the "General Conditions for Small Construction/Development Contracts" form HUD-5370-EZ.

CONTRACT PERIOD

The Contractor shall complete all work under this contract within **Ninety (90)** calendar days upon issuance of the Notice to Proceed.

LIQUIDATED DAMAGES

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$230.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

CLAUSE 6 - INSURANCE

Add the following sentence to (a):

Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

Add the following subparagraph to (1):

WORKER'S COMPENSATION/EMPLOYERS LIABILITY

Statutory Benefits for State of Hire
Employer's Liability - \$500,000
Alternate Employer Endorsement, OCS Endorsement
Voluntary Compensation Endorsement

Add the following to subparagraph (2):

COMMERCIAL GENERAL LIABILITY/AUTO LIABILITY

Bodily Injury and Property Damage limits of \$500,000 (Combined Single Limit)
Uninsured Motorist \$500,000

Medical Payments \$5,000
Thirty (30) Days Written Notice of Cancellation Coverage
Include owned, non-owned and hired vehicles

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage limits of \$500,000 (Combined Single Limit)
Products/Completed Operations limits of \$500,000 per occurrence
General Aggregate limit of \$1,000,000
Personal and Advertising Limits of \$500,000 Aggregate
Fire Legal Liability \$100,000
Medical Payments of \$5,000 per person
CGL coverage must include the following:
Premises/Operations
Independent Contractors
Blanket Contractual covering all indemnities set forth in the agreement
Broad Form Property Damage

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

CLAUSE 8 - CHANGES

1. Add the following subparagraph to (f)(2):
 - (i) Indirect costs shall not exceed ten-percent (10%) of the Direct Costs.

2. Add the following subparagraph to (f)(3):
 - (ii) Profit on changes shall not exceed five-percent (5%) of Direct and Indirect Costs.

Upon award a contract, the Contractor shall provide a copy of its Taxpayer Number and Certification (W-9) at a time and date specified by the Owner.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

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

INVOICING

Invoices shall be submitted to the Finance Department with a copy to Modernization and Development Department. The invoice shall provide an invoice number, service dates, description of services provided and purchase order number. Invoices shall be submitted on the contractor's own invoice.

PAYMENTS

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

- (1) Contractor Invoice
- (2) Contractor Payment Certification
- (3) HUD-51000 Schedule of Amounts for Contract Payments
- (4) HUD-51001 Periodic Estimate for Partial Payment
- (5) HUD-51002 Schedule of Change Orders
- (6) HUD-51003 Schedule of Materials Stored
- (7) HUD-51004 Summary of Materials Stored
- (8) Contractor Partial Waiver and Release of Lien
- (9) Subcontractor/ Supplier List
- (10) Subcontractor Partial Waiver and Release of Lien
- (11) Project Schedule
- (12) Davis Bacon Payroll Reports

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

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

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

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

Provided the Contractor has complied with all provisions of the Contract, the Owner agrees to indemnify contractor against the payment of any state or local sales taxes which are required to be paid regarding the work or the project or any

materials or equipment supplied or purchased by the contractor for the work under the contract.

- (d) All vendor invoices are due on the 1st or 15th of the month. Invoice payments are as follows:
- *Invoices received on the 16th of the current month thru the 1st day of the next month will be paid on the 1st of the following month.*
 - **Example: An invoice received on August 27th will be processed commencing September 1st and paid on October 1st.**
 - *Invoices received on the 2nd of the current month thru the 15th of the current month will be paid on the 15th of the following month.*
 - **Example: An invoice received on August 4th will be processed commencing August 15th and paid on September 15th.**
- (e) The Contractor shall file the Form of Contract (Agreement between the Housing Authority of New Orleans and Contractor) and Payment and Performance Bond in Orleans Parish at the Office of the Recorder of Mortgages and shall provide written documentation of the contract recordation within 30 days of commencement of the work to be done and prior to the submission of the first payment application. The Contractor shall not receive any portion of the first payment application until the above requirement is satisfied.
- (f) The Contractor shall file each change order with the Orleans Parish at the Office of the Recorder of Mortgages which adds an amount of ten percent or more of the original contract amount and which additional amount is at least ten thousand dollars, or all change orders to a contract aggregating to an amount of twenty percent or more of the original contract amount and which additional amount is at least ten thousand dollars.
- (g) The Contractor shall file the Certificate of Substantial completion in Orleans Parish at the Office of the Recorder of Mortgages and shall provide a clear Lien and Privilege Certificate as a prerequisite to final payment.

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

INDEMNIFICATION

The successful Offeror will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively,

"claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Offeror will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

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

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

Assessment materials generated as a result of performing the Scope of Work contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of the Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, form HUD 5370-EZ, Clause 5, Termination for Convenience.

ETHICS POLICY

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

RESPONDENT STATUS

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

ASSIGNMENT

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

ADVERTISING

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

MEDIA RELATIONS

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

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided for in La. R.S. 44:1 et. Seq., and will be made available upon request to the General Counsel, and as provided in that statute. A copy documentation charge may be assessed in an amount determined by HANO's Legal Department.

DRUG FREE WORKPLACE

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

END OF SECTION

General Decision Number: LA180001 09/07/2018 LA1

Superseded General Decision Number: LA20170001

State: Louisiana

Construction Type: Residential

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018
2	02/09/2018
3	09/07/2018

ELEC0130-003 12/01/2017

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 30.49	11.60

* ELEC0194-002 09/03/2018

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 28.25	11.85

* ELEC0446-002 09/01/2018		

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 17.90	1%+11.67

ELEC0576-003 09/01/2017		

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 24.75	4.25%+7.35

ELEC0861-002 09/01/2017		

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 27.58	12.90

ELEC0995-003 12/04/2017		

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 25.35	10.98

ELEC1077-006 12/01/2017		

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 24.26	3%+8.52

 PLUM0060-005 12/04/2017

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

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 29.25	11.94

 PLUM0106-003 06/01/2014

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

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 25.90	13.65

 PLUM0141-003 08/01/2016

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 26.72	12.73

 PLUM0198-002 01/01/2016

ASCENSION, EAST BATON ROUGE, LIVINGSTON , ST. JAMES (Northwestern Portion), ST. MARTIN (Eastern Portion), AND WEST BATON ROUGE PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 29.38	11.40

 PLUM0247-004 05/01/2017

RAPIDES PARISH

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 26.00	3.25%+11.54

 PLUM0659-004 07/01/2015

OUACHITA PARISH

	Rates	Fringes
PLUMBER (including HVAC pipe).....	\$ 26.33	8.97

 SHEE0214-003 07/01/2009

Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Tammany, and Terrebonne Parishes

	Rates	Fringes
SHEET METAL WORKER (includes HVAC Duct).....	\$ 24.54	9.65

 SHEE0214-005 02/01/2009

Acadia, Ascension, Calcasieu, East Baton Rouge, Lafayette, Livingston, St. Landry, St. Martin, and West Baton Rouge Parishes

	Rates	Fringes
SHEET METAL WORKER (includes HVAC Duct).....	\$ 24.37	9.205

 SHEE0361-004 07/01/2012

BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES

	Rates	Fringes
Sheet Metal Worker (including HVAC duct).....	\$ 26.09	10.22+3%

 SULA2004-012 06/15/2004

	Rates	Fringes
CARPENTER (including drywall hanging, metal stud installation, and formbuilding/formsetting).....	\$ 11.78	0.00
Laborer, common.....	\$ 8.01	0.00
PAINTER		
Brush, Roller, and Spray....	\$ 11.38	.83
Drywall Finishing.....	\$ 12.71	.78
Power Equipment Operator		
Crane.....	\$ 13.00	0.00
ROOFER.....	\$ 10.11	2.01

 WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
EXTERIOR AND INTERIOR REPAIRS AT 2001 WAGNER STREET
FISCHER HOUSING COMMUNITY**

REQUEST FOR QUOTES #18-912-38

SCOPE OF WORK

The Housing Authority of New Orleans is seeking a Contractor licensed under licensing law La. R.S. 37:2150-2168 State of Louisiana with a major classification in Building Construction to perform Exterior and Interior Repairs at 2001 Wagner Street at the Fischer Housing Community. The unit at 2001 Wagner Street is a 3-bedroom townhouse.

The Work pursuant to this Contract includes, except as otherwise specified, all supervision, labor, fees, taxes, permit costs, equipment, materials, tools, temporary facilities and transportation and other direct or indirect costs and expenses incidental to the performance of the Work. The work required consists of making all necessary repairs to the exterior and interior that have been damaged as a result of a car running into the building. The work will be concentrated on the first floor of the building at the rear of the unit and in the kitchen, living/dining room, bathroom, closets and washroom areas of the unit. Some of the major components are: replacing the exterior plywood, house wrap, siding, trim and downspouts on the exterior of the unit.

On the interior, the major components are: replacing rough lumber, insulation, drywall, cabinets, countertops, appliances, minor electrical and plumbing, and all necessary components to have a fully functional kitchen.

The work also includes removing all existing flooring on the first floor (carpet, vinyl tile, glue, etc.). Clean all walls, ceilings and trim to prepare for paint. Prep all walls and ceilings to include (patching holes, removing all tape, screws, nails, etc., re-skim old patches of drywall, tape float and texture, etc.). The Contractor shall provide all required materials necessary to assure the work meets current building construction codes and practices. The Contractor is to Field verify all Dimensions and Quantities.

GENERAL REQUIREMENTS

1. All construction shall comply with all applicable City, State and National Codes and Standards.
2. The Contractor is responsible for paying for all taxes and licenses as a result of its work.
3. The Contractor shall verify all dimensions and existing conditions prior to commencing work.
4. The Contractor shall be responsible for cleaning and removing all dust and debris on a daily basis.
5. A full time superintendent, experienced in and skilled in this type of construction work, shall be on the job at all times during all work.
6. The Contractor is responsible for providing his own trash removal. The Contractor shall consult with the Housing Authority for a location for the Contractor's dumpster.

7. The Contractor shall protect all existing to remain and all new construction from damage during his work in progress. The Housing Authority must approve all repairs.
8. The Contractor is responsible for the replacement and/or repair, at his own expense, of any and all existing construction that is damaged by his work. This new repair or replacement work shall be done to the Owner's satisfaction, or the Owner shall have the right to repair or replace damaged construction at the Contractor's expense.
9. No hazardous or flammable materials are to be stored at the job site at any time.
10. The Contractor shall repair all existing surfaces to match existing wherever new work or demolition makes this necessary.
11. The Contractor shall visit the site and be familiar with all existing conditions.
12. Davis Bacon Wage Rates are in effect for this project and certified payroll must be submitted weekly. **NOTE:** As per the Department of Labor (DOL) any employee on the Contractor's payroll must show deductions subtracted from payment. The Contractor cannot use 1099 in lieu of deductions. If the Contractor does not want to show deductions, then all employees will be considered sub-contractors and will be required to submit their own certified payrolls.
13. The Contractor shall guarantee all his work and the work of his sub-contractors for one (1) full calendar year from the date of final acceptance, unless otherwise specified in writing.
14. Construction and work safety for the workers, the public, and building occupants is solely the Contractor's responsibility. Contractor shall take extra care to prevent damage to any vehicle parked around or near the building or any other property. The Contractor will be responsible for all damages incurred.
15. Building permits and filing of any work are part of this contract and will be the responsibility of the Contractor. Any costs associated with any permits, filing fees, inspections, licensing, etc. will be the responsibility of the Contractor.
16. Contractor is required to file the Contract with the New Orleans Clerk of Court and provide documentation of Contract recordation prior to the submission of the first Pay Application. Once the project is complete the Contractor will be required to get a Clear Lien and Privilege Certificate from the same department.

KEY NOTES:

1. The Contractor shall be responsible to remove and replace all damaged Hardi Siding & trim, felt, and treated plywood as needed to make the necessary repairs on the exterior of the unit. The Contractor will cut back siding and stager joints to allow for easy installation of the new material. Match existing in size, style and color.
2. The Contractor will replace all damaged rough lumber with new treated wood. Match existing in size.
3. Clean and pressure wash the right side and rear of the building to prepare for paint.
4. Remove damaged downspout and elbow on the side and at the rear door and replace with new. Match existing in size, style and color.

5. Replace existing concrete splash block with new. Match existing in size, style and color.
6. Repair the existing window and trim to ensure the window is in proper working condition as recommended by the manufacturer. Replace all necessary parts as needed. (Locks, screen, glass, etc.). Match existing in size, style and color.
7. Remove existing and replace the exterior entry door, lockset, closer, hardware weather strip, door sweep, and trim. Install new as recommended by the manufacturer. Match existing in size, style and color.
8. On the exterior, the Contractor shall prep, prime, and paint all repaired surfaces to include walls, trim (standing and running), door, etc. All surfaces to receive one (1) prime coat and two (2) finish coats. (Match existing colors and blend to ensure an even transition).
9. Inspect the entire electrical system to assure it's in proper working condition and will meet current code. Replace or install all necessary parts as needed. (Light fixtures, outlets, GFCI's, switches, wiring, breakers, cover plates, etc.) Match existing in size and color.
10. Inspect the entire plumbing system to assure it's in proper working condition and will meet current code. Repair or replace all necessary parts as needed. (drain lines, vent line, water lines, cut off valves, etc.). Prior to installing plumbing fixtures, rod all drain lines to assure no blockage, trash or debris is in the line.
11. The Contractor shall replace all wood cabinets (wall & base) in the kitchen. Match existing in size, style and color.
12. The Contractor shall replace all damaged and existing countertops with new. Match existing in size, style and color to be selected by staff.
13. The Contractor shall replace all damaged batt and/or blown in insulation at all exterior walls and ceilings. Match existing in size and depth.
14. The Contractor will replace all existing flooring on the first floor of unit. Remove all (carpet, vinyl tiles, glue, etc.). Remove all necessary fixtures to properly install flooring.
15. The Contractor will furnish and install new Armstrong 6"x48"x1/8" Luxe Plank Vinyl Tile (or approved equal) in the entry, living/dining room, kitchen, bath closets, etc. areas of the first floor. Install new transition strip wherever needed. Style, size, and color shall be selected by Owner. All flooring shall be cleaned, mopped and waxed (2 coats) once work is complete as per manufacturer's recommendation.
16. The Contractor shall repair or replace as necessary, all damaged drywall on the first floor to include kitchen, dining and living rooms, bathroom, closets, and washroom. Tape, float, texture to prepare for paint. Match existing in size and finish. Use water resistant drywall at all wet wall locations.
17. The Contractor shall remove existing and replace with new kitchen sink, faucet and sprayer. Match existing in style, size, and finish.
18. Remove existing, furnish and install all new wood trim to first floor at all vinyl plank flooring areas to include baseboards and shoe molding. Caulk, prep, prime and paint. Match existing in size, style and color.

19. In the living/dining room, kitchen, bath, washroom, closets, the Contractor shall prep, prime, and paint all surfaces downstairs to include walls, ceilings, wood trim (standing and running), doors, base, shoe molding, etc. All surfaces to receive one (1) prime coat and two (2) finish coats. (Match existing colors and finish).
20. The Contractor shall repair or replace all damaged wood trim (standing and running) throughout unit first floor. (Window trim, stool and aprons, door trim, etc.). Caulk, prep and prime to prepare for paint. Match existing in size, style and grade.
21. The Contractor shall clean entire unit of all trash debris, grease, graffiti, stickers, mirrors and decorations, from all walls, ceilings, and trim.
22. The Contractor shall clean all bathroom fixtures, ceramic tile, etc.
23. The Contractor shall treat unit for all types of insects. Roaches, spiders, ants, etc.
24. The Contractor shall replace all appliances (stove, refrigerator, dishwasher, range hood).
25. The Contractor shall replace the existing back splash behind stove area. Match existing in size, style and finish.
26. The Contractor shall replace garbage disposal. Match existing in size and style.
27. The Contractor shall replace all window and door mini blinds downstairs. Match existing in size and style.
28. The Contractor shall install a new fire extinguisher in unit.
29. The Contractor shall replace all smoke detectors throughout unit. All smoke detectors shall be synchronized.
30. The Contractor shall clean and service the HVAC system to ensure the system is in proper working condition and meets current code.

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SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
 5. Preservative-treated wood.
 6. Fire-retardant-treated wood.
 7. Power-driven fasteners.
 8. Powder-actuated fasteners.
 9. Expansion anchors.
 10. Building wrap.

1.4 QUALITY ASSURANCE

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

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Covers for lumber, plywood, and other panels shall provide for transmission of water vapors, polyethylene, sheet metal, and other impermeable materials shall not be used.
- C. Store and handle products as recommended by the manufacturer for hot humid climates; remove binding materials from stored materials.
- D. Store materials off the ground and away from standing water.
- E. Discard materials that have warped, cupped, swell, delaminated or otherwise deteriorated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Gypsum Sheathing Board:
 - a. American Gypsum Co.
 - b. G-P Gypsum Corporation.
 - c. National Gypsum Company.
 - d. United States Gypsum Co.
 - e. Approved equal.
 - 2. Building Wrap:
 - a. Celotex Corporation (The); Building Products Division.
 - b. DuPont (E. I. du Pont de Nemours and Company).
 - c. Parsec, Inc.
 - d. Tenneco Building Products.
 - e. Approved equal.
 - 3. Metal Framing Anchors:
 - a. Alpine Engineered Products, Inc.
 - b. Cleveland Steel Specialty Co.
 - c. Harlen Metal Products, Inc.
 - d. Simpson Strong-Tie Company, Inc.

- e. Southeastern Metals Manufacturing Co., Inc.
- f. United Steel Products Company, Inc.
- g. Approved equal.

2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
 - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Wood Structural Panels:
 - 1. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
 - 2. Thickness: As indicated and or as needed to comply with requirements specified.
 - 3. Comply with "Code Plus" provisions in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."
 - 4. Factory mark panels according to indicated standard.

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), used for sheathing and base plates.
 - a. Preservative Chemicals: Chromated copper arsenate (CCA).
 - b. Retention rate of 0.04 lbs./cu. ft.
- B. Lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA P5 with inorganic boron (SBX).
 - a. Retention rate of 0.42 lbs/cu.ft.
- C. Kiln-dry material after treatment to maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements.
- D. Application: Treat all rough carpentry, unless otherwise indicated and the following:
 - 1. Preservative treatment for wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Preservative treatment for wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.4 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another independent testing and inspecting agency.
 - 1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
 - 2. Use treatment that does not promote corrosion of metal fasteners.
 - 3. Use Exterior type for exterior locations including all sheathing and where else as indicated.

2.5 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Construction or Stud grade and any of the following species:
 - 1. Mixed southern pine; SPIB.
 - 2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
 - 3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

2.6 MISCELLANEOUS LUMBER

- A. General: Provide dimensional lumber field fabricated for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
 - 4. Grounds.
 - 5. Concealed boards.
- B. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.7 SHEATHING

- A. Plywood Wall Sheathing: Exterior, Structural I sheathing.
 - 1. Span Rating: Not less than 32/16.
 - 2. Thickness: Not less than 1/2 inch.
- B. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.

1. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" by G-P Gypsum Corp.
2. Type and Thickness: Regular, 1/2 inch thick.
3. Size: Manufacturer's standard for vertical installation.

C. Plywood Roof Sheathing: Exterior, Structural I sheathing.

1. Span Rating: Not less than 32/16.
2. Thickness: Not less than 5/8 inch.

2.8 SUBFLOORING AND UNDERLAYMENT

A. Plywood Combination Subfloor-Underlayment: DOC PS 1, Exterior, Structural I, C-C Plugged single-floor panels.

1. Span Rating: Not less than 24 oc.
2. Thickness: Not less than 7/8 inch.
3. Edge Detail: Square.
4. Edge Detail: Tongue and groove.
5. Surface Finish: Fully sanded face.

B. Plywood Subflooring: Exterior, Structural I single-floor panels or sheathing.

1. Span Rating: Not less than 24 oc.
2. Thickness: Not less than 7/8 inch.

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

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

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

2.9 PLYWOOD BACKING PANELS

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

2.10 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

B. Nails and Brads: ASTM F 1667.

C. Power-Driven Fasteners: CABO NER-272.

- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.11 METAL FRAMING ANCHORS

- A. General: Provide framing anchors made from hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation, of structural capacity, type, and size indicated (not including the galvanized coating), and as follows:
 - 1. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Joist Hangers: U-shaped joist hangers 0.062 inch (15 gauge) thickness with 2-inch long seat and 1-1/4-inch wide nailing flanges at least 85 percent of joist depth. Style U; Simpson or equal.
- C. Bridging: Rigid, V-section, nailless type, 0.062 inch thick (15 gauge), length to suit joist size and spacing. Style NC or NCA; Simpson or equal.
- D. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick (9 gauge). EPB44T; Simpson or equal.
- E. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.
 - 1. Width: 1-1/4 inches.
 - 2. Thickness: 0.062 inch.
 - 3. Length: 24 inches or as indicated.
- F. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2-1/4 inches wide by 0.062 inch thick (15 gauge). Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below. H7; Simpson or equal.

- G. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches wide by 0.050 (16 gauge) inch thick by 36 inches long. Style LSTI; Simpson or equal.
- H. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base. Style PHD; Simpson or equal.
 - 1. Bolt Diameter: 3/4 inch.
 - 2. Width: 2-1/2 inches.
 - 3. Body Thickness: 0.138 inch (11gauge).
 - 4. Base Reinforcement Thickness: 0.108 inch (10 gauge).

2.12 MISCELLANEOUS MATERIALS

- A. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.
- B. Building Wrap: Air-retarder sheeting made from polyolefins; cross-laminated films, woven strands, or spun-bonded fibers; coated or uncoated; with or without perforations; and complying with ASTM E 1677, Type I.
 - 1. Thickness: Not less than 3 mils.
 - 2. Permeance: Not less than 10 perms.
 - 3. Flame-Spread Index: 25 or less per ASTM E 84.
 - 4. Allowable Exposure Time: Not less than three months.
- C. Building Wrap Tape: Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.
- D. Sheathing Tape: Pressure-sensitive plastic tape for sealing joints and penetrations in sheathing and recommended by sheathing manufacturer for use with type of sheathing required.
- E. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- F. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for

accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. CABO NER-272 for power-driven fasteners.
 - 2. Published requirements of metal framing anchor manufacturer.
 - 3. Table 2306.1, "Fastening Schedule," in the Standard Building Code.
- E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

3.3 WOOD FURRING INSTALLATION

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

3.4 WOOD FRAMING INSTALLATION, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Do not splice structural members between supports.

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

3.5 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Arrange studs so wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Provide double bottom and top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Anchor or nail plates to supporting construction, unless otherwise indicated.
 - 1. For exterior walls, provide 2-by-6-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
 - 2. For interior partitions and walls, provide 2-by-4-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
- B. Construct corners and intersections with three or more studs. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.
- C. Fire block concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where fire blocking is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal thick lumber of same width as framing members.
- D. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.
 - 1. For non-load-bearing partitions, provide double-jamb studs with headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 4 to 6 feet in width, 8-inch nominal depth for openings 6 to 10 feet in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
 - 2. For load-bearing walls, provide double-jamb studs for openings 6 feet and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated or, if not indicated, according to Table 602.7 in the International One- and Two-Family Dwelling Code.
- E. Provide bracing in exterior walls, at both walls of each external corner, full-story height, unless otherwise indicated.
- F. Provide bracing in walls, full-story height, unless otherwise indicated. Provide one of the following:

1. Diagonal bracing at 45-degree angle using let-in 1-by-4-inch nominal size boards.
2. Plywood panels not less than 48 by 96 inches applied vertically.
3. In lieu of bracing at corners or at locations indicated, continuous gypsum sheathing may be provided in panels not less than 48 by 96 inches applied vertically.

3.6 FLOOR JOIST FRAMING INSTALLATION

- A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:
 1. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.
- B. A frame opening with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.
- C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches from top or bottom.
- D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.
- E. Lap members framing from opposite sides of beams, girders, or partitions not less than 6 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.
- F. Anchor members paralleling masonry with 1/4-by-1-1/4-inch metal strap anchors spaced not more than 96 inches o.c., extending over and fastening to 3 joists. Embed anchors at least 6 inches into grouted masonry with ends bent at right angles and extending 4 inches beyond bend.
- G. Provide solid blocking between joists under jamb studs for openings.
- H. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
 1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.
- I. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.
 1. Steel bridging installed to comply with bridging manufacturer's written instructions.

3.7 CEILING JOIST AND RAFTER FRAMING INSTALLATION

- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.
 - 1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 2-by-4-inch nominal size stringers spaced 48 inches o.c. crosswise over main ceiling joists.
- B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
 - 1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
 - 2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.
- C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal size boards between every third pair of rafters, but not more than 48 inches o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.
- D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions.

3.8 STAIR FRAMING INSTALLATION

- A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:
 - 1. Stringer Size: 2-by-12-inch nominal size, minimum.
 - 2. Notching: Notch stringers to receive treads, risers, and supports; leave at least 3-1/2 inches of effective depth.
 - 3. Stringer Spacing: At least 3 stringers for each 36-inch clear width of stair.
- B. Provide stair framing with no more than 3/16-inch variation between adjacent treads and risers and no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

3.9 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
 - 1. Comply with "Code Plus" provisions in above-referenced guide.

- B. Fastening Methods: Fasten panels as indicated below:
1. Combination Subfloor-Underlayment:
 - a. Glue and nail to wood framing.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch apart at edges and ends.
 2. Subflooring:
 - a. Glue and nail to wood framing.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch apart at edges and ends.
 3. Sheathing:
 - a. Nail to wood framing.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch apart at edges and ends.
 4. Plywood Backing Panels: Nail or screw to supports.

3.10 GYPSUM SHEATHING

- A. General: Fasten gypsum sheathing to supports with galvanized roofing nails; comply with GA-253 and manufacturer's recommended spacing and referenced fastening schedule. Keep perimeter fasteners 3/8 inch from edges and ends of units.
- B. Install 24-by-96-inch sheathing horizontally with long edges at right angles to studs with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent board without forcing. Abut ends of boards over centers of studs and stagger end joints of adjacent boards not less than one stud spacing, two where possible.

3.11 BUILDING PAPER APPLICATION

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

3.12 BUILDING WRAP APPLICATION

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

3.13 SHEATHING TAPE APPLICATION

- A. Apply sheathing tape to joints between sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

END OF SECTION

SECTION 06200 - FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer.
- B. Fire-Test-Response Characteristics: Where fire-retardant materials are indicated, provide materials with specified fire-test-response characteristics as determined by a testing and inspecting agency acceptable to authorities having jurisdiction. Identify

materials with appropriate markings of applicable testing and inspecting agency on surfaces of materials that will be concealed from view after installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials against weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
- B. Deliver interior finish carpentry only when environmental conditions meet requirements specified for installation areas. If finish carpentry must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit work to be performed according to manufacturer's written instructions and warranty requirements and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.

1.7 WARRANTY

- A. Special Warranty for Siding: Manufacturer's standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace siding that fails in materials or workmanship within specified warranty period. Failures include, but are not limited to, deformation or deterioration beyond normal weathering.
 - 1. Warranty Period for Siding (Excluding Finish): 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Fiber-Cement Siding and Soffit Materials:
 - a. Hardiplank; James Hardie.
 - b. WeatherBoards; Certain Teed.
 - c. Cemplan; Cemplan, Inc.
 - d. Approved equal.

2.2 MATERIALS, GENERAL

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

2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

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

2.4 EXTERIOR STANDING AND RUNNING TRIM – CEMENT- FIBER

- A. Flat Trim: Fiber-Cement four square smooth planks 1" to 3/4" in depth, width as indicated, if not indicated provide 5-1/2" to 6" wide planks, primed finish.
- B. Select flat trim units to project a minimum of 1/4" past the adjacent siding.

2.5 EXTERIOR STANDING AND RUNNING TRIM - WOOD

- A. Grade Prime or D finish hem-fir; NLGA, WCLIB, or WWPA.
 - 1. Moldings for Opaque Finish (Painted): P-grade eastern white, Idaho white, ponderosa, or sugar pine.
- B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from preservation treated kiln-dried stock and graded under WMMPA WM 4.
 - 1. Moldings shall be as indicated, if none are indicated provide 3 standard patters available for each application where moldings would be used and as follows:
 - 2. Casing Pattern: WM 366, 11/16-by-2-1/4-inch featheredge casing.
 - 3. Stop Pattern: 1-1/8 by 5-1/2 inch square edge stop.
 - 4. Brick Mold: .

2.6 SIDING

- A. Siding Textures and Patterns: Where indicated, provide primed cement-fiber siding as selected by Architect from manufacturer's full range with the following requirements:
 - 1. Horizontal wood grain pattern.
 - 2. Square edges, tapered planks.
 - 3. Exposure as indicated or manufacturer's standard width as selected to limit trimming for installation of windows and doors.

2.7 EXTERIOR SOFFITS

- A. Cement-fiber Soffits: Primed cement-fiber board, with board manufacturer's standard exterior enamel primer.
 - 1. Type: 1/2-inch thick flat panels, wood-grain textured.

2.8 INTERIOR STANDING AND RUNNING TRIM

- A. Lumber Trim for Opaque Finish (Painted): Finished lumber (S4S), solid lumber, of any listed species and grades:
 - 1. Grade D Select eastern white pine, lodgepole, white woods, ponderosa, or sugar pine.
 - 2. Grade A Finish alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar; NHLA.
- B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from kiln-dried stock and graded under WMMPA WM 4.
 - 1. Base Pattern: WM 750, 9/16-by-4-1/4-inch beaded-edge base.
 - 2. Shoe-Mold Pattern: WM 126, 1/2-by-3/4-inch quarter-round shoe mold.
 - 3. Casing Pattern: WM 376, 1 1/16-by-2-1/4-inch beaded-edge casing.
 - 4. Stop Pattern: WM 954, 3/8-by-1-3/8-inch bullnose stop.

2.9 SHELVING AND CLOTHES RODS

- A. Shelving: 3/4-inch B-B Plywood with 1/2 inch thick hardwood edging.
 - 1. Shelf Cleats: 3/4-by-5-1/2-inch boards with holes to receive clothes rods, of same species and grade indicated above for interior lumber trim for opaque finish.
- B. Clothes Rods: 1-1/2-inch diameter, clear, kiln-dried hardwood rods or aluminum tubes.

2.10 STAIRS AND RAILINGS

- A. Interior Stairs:
 - 1. Treads: 1-1/16-inch, clear, kiln-dried, edge-glued, rift-sawn red oak or poplar stepping with half-round nosing.
 - 2. Risers: 3/4-inch finish boards as specified above for interior lumber trim for opaque finish.

- B. Interior Balusters and Railings: Clear, kiln-dried yellow poplar of pattern indicated, either solid or laminated.
- C. Newel Posts: Clear, kiln-dried, turned yellow poplar newel posts of pattern and size indicated.

2.11 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws of stainless steel or hot-dipped galvanized steel, in sufficient length to penetrate minimum of 1-1/2 inches into substrate, unless otherwise recommended by manufacturer:
- B. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, hot-dipped galvanized steel or stainless steel, required for application indicated to provide secure attachment, concealed where possible.
- C. Flashing: Comply with requirements in Section 0-7620 "Sheet Metal Flashing and Trim" for flashing materials installed in finish carpentry.
- D. Sealants: Comply with requirements in Section 07920 "Joint Sealants" for materials required for sealing siding work.

2.12 FABRICATION

- A. Wood Moisture Content: Comply with requirements of specified inspection agencies and with manufacturer's written recommendations for moisture content of finish carpentry at relative humidity conditions existing during time of fabrication and in installation areas.
- B. Back out or kerf backs of the following members, except members with ends exposed in finished work:
 - 1. Exterior standing and running trim wider than 5 inches.
 - 2. Interior standing and running trim, except shoe and crown molds.
- C. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours[, unless longer conditioning is recommended by manufacturer].
- C. Prime lumber for exterior applications to be painted, including both faces and edges. Cut to required lengths and prime ends. Comply with requirements in Division 9 Section "Painting."

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
 - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/16-inch variation between largest and smallest treads and risers within each flight.
 - 5. Coordinate finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
 - 1. Match color and grain pattern across joints.
 - 2. Install trim after gypsum board joint finishing operations are completed.
 - 3. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.
 - 4. Fit exterior joints to exclude water. Apply flat grain lumber with bark side exposed to weather.

3.5 SIDING INSTALLATION

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

3.6 STAIR AND RAILING INSTALLATION

- A. Treads and Risers at Interior Stairs: Secure treads and risers by gluing and nailing to rough carriages. Cope wall stringers to fit tightly over treads and risers.
- B. Balusters: Dovetail or mortise balusters into treads, glue, and nail in place. Let into railings and glue in place.
- C. Newel Posts: Secure newel posts to stringers, rough carriages, and risers with countersunk-head wood screws and glue.
- D. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws or rail bolts, and glue. Assemble railings at goosenecks, easements, and splices with rail bolts and glue.

3.7 ADJUSTING

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

3.8 CLEANING

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

END OF SECTION

SECTION 09912 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated.

1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
 - 1. Wall Surfaces: Provide samples on at least 100 sq. ft.
 - 2. Small Areas and Items: Architect will designate items or areas required.
 - 3. Final approval of colors will be from benchmark samples.

1.4 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Benjamin Moore & Co. (Benjamin Moore).
 - 2. ICI Dulux Paint Centers (ICI Dulux Paints).
 - 3. Kelly-Moore Paint Co. (Kelly-Moore).
 - 4. Mater Coatings Technologies, Inc. (Master Coatings).
 - 5. PPG Industries, Inc. (Pittsburgh Paints).
 - 6. Sherwin-Williams Co. (Sherwin-Williams).
 - 7. Tnemec

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: As selected from manufacturer's full range.

2.3 PREPARATORY COATS

- A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
- B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
 - 1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
 - 2. Zinc-Coated Metal Substrates: Galvanized metal primer.
 - 3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
- C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
 - 1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
 - 2. Zinc-Coated Metal Substrates: Galvanized metal primer.

3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

2.4 EXTERIOR FINISH COATS

A. Exterior Low-Luster Acrylic Paint:

1. Benjamin Moore; Moorcraft Super Spec Low Lustre Latex House Paint No. 185.
2. ICI Dulux Paints; 2402-XXXX Dulux Professional Exterior 100 Percent Acrylic Satin Finish.
3. Master Coating; Scuffmaster ScrubTough Polyurethane fortified eggshell coating.
4. Pittsburgh Paints; 6-2000 Series SpeedHide Exterior House & Trim Satin--Acrylic Latex.
5. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series.
6. Approved equal.

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

1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel M28.
2. ICI Dulux Paints; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
3. Pittsburgh Paints; 90-300 Series Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamels.
4. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.
5. Approved equal.

2.5 INTERIOR FINISH COATS

A. Interior Flat Acrylic Paint:

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

B. Interior Low-Luster Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Eggshell Enamel No. 274.
2. ICI Dulux Paints; 1402-XXXX Dulux Professional Acrylic Eggshell Interior Wall & Trim Enamel.
3. Master Coating; Scuffmaster ScrubTough Polyurethane fortified eggshell coating.
4. Pittsburgh Paints; 6-400 Series SpeedHide Eggshell Acrylic Latex Enamel.
5. Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.
6. Approved equal.

C. Interior Semigloss Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276.

2. ICI Dulux Paints; 1406-XXXX Dulux Professional Acrylic Semi-Gloss Interior Wall & Trim Enamel.
3. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Latex.
4. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.
5. Approved equal.

D. Interior Full-Gloss Alkyd Enamel for Gypsum Board:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
3. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
4. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
5. Approved equal.

E. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
3. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
4. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
5. Approved equal.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with manufacturer's procedures specified for inspection and acceptance of surfaces to be painted.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 1. Provide barrier coats over incompatible primers or remove and reprime.

2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. If transparent finish is required, backprime with spar varnish.
 - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
 4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
 5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- E. Material Preparation:
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- G. Sand lightly between each succeeding enamel or varnish coat.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 1. Omit primer over metal surfaces that have been shop primed and touchup painted.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
- I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- K. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- L. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- M. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- N. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

3.3 EXTERIOR PAINT SCHEDULE

- A. Concrete, Stucco, and Masonry (Previously painted surfaces):
 1. Acrylic Finish: Two finish coats.
 - a. Finish Coats: Exterior low-luster acrylic paint.
- B. Concrete, Stucco, and Concrete Unit Masonry (New construction):
 1. Acrylic Finish: One finish coat over a block filler at concrete masonry units; Two finish coats at Concrete and Stucco..
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Exterior low-luster acrylic paint.
- C. Smooth Wood Trim :
 1. Alkyd-Enamel Finish: One finish coat over a primer, delete primer at previously painted surfaces, use two finish coats.
 - a. Primer: Exterior wood primer for alkyd enamels.
 - b. Finish Coats: Exterior full-gloss alkyd enamel.
- D. Ferrous Metal:
 1. Alkyd-Enamel Finish: One finish coat over a rust-inhibitive primer at new construction, two finish coats at previously painted metal.
 - a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).
 - b. Finish Coats: Exterior full-gloss alkyd enamel.
- E. Zinc-Coated Metal (New construction):
 1. Alkyd-Enamel Finish: One finish coat over a galvanized metal primer.
 - a. Primer: Exterior galvanized metal primer.
 - b. Finish Coats: Exterior full-gloss alkyd enamel.
- F. Zinc-Coated Metal (Previously painted):
 1. Alkyd-Enamel Finish: Two finish coats.
 - a. Finish Coats: Exterior full-gloss alkyd enamel.

3.4 INTERIOR PAINT SCHEDULE

- A. Concrete and Masonry (Other Than Concrete Unit Masonry):
 1. Acrylic Finish: One finish coat over a primer.
 - a. Primer: Interior concrete and masonry primer.
 - b. Finish Coats: Interior flat acrylic paint.
- B. Concrete Unit Masonry (New construction):

1. Acrylic Finish: Two finish coats over a block filler.
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Interior flat acrylic paint.

- C. Gypsum Board:
 1. Acrylic Finish: One finish coat (at previously painted gypsum board only); Two finish coats (at new construction only) over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior low-luster acrylic enamel paint.

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

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

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

END OF SECTION