



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

REQUEST FOR PROPOSALS (RFP) FOR ENVIRONMENTAL CONSULTING SERVICES

ISSUE DATE: THURSDAY, FEBRUARY 5, 2026

DUE DATE: MONDAY, MARCH 9, 2026

The New Orleans Redevelopment Authority (NORA) is requesting proposals from qualified environmental consultants to provide environmental consulting services. NORA's projects and programs receive funding from various sources, including federal, state, local, and private funds. This includes funding from the U.S. Department of Housing and Urban Development (HUD), such as Community Development Block Grants (CDBG), Neighborhood Stabilization Program II (NSP2), and HOME federal funds. Many of the projects are subject to the National Environmental Policy Act (NEPA) and related federal environmental review requirements. Therefore, NORA requires professional environmental consulting services to prepare environmental assessments, prepare compliance documentation, and maintain Environmental Review Records (ERRs).

The contract resulting from this RFP shall be structured as an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, under which individual Task Orders will be issued as service needs arise. Compensation for services under each Task Order will be based on the rates and fees established in the contracted fee schedule. Services may include, but are not limited to, technical support during project planning and implementation; coordination with the responsible entity for environmental reviews; preparing cost estimates and scopes of work for environmental remediation activities; documenting unanticipated environmental conditions; and verifying compliance with NEPA, HUD regulations, and other applicable federal, state, and local requirements. The selected environmental consultant may also be required to coordinate with and oversee qualified subcontractors performing remediation or abatement activities.

A copy of the RFP may be downloaded from the NORA website at www.noraworks.org, or by contacting Audrey Plessy, Procurement Manager, at (504) 658-4402, or via email at Audrey.Plessy@nola.gov.

During the period between the issuance of this RFP and the proposal due date, no oral interpretation of the RFP requirements will be provided to any prospective Offeror. All questions and requests for interpretation must be submitted in writing to Audrey Plessy, Procurement Manager, via email at Audrey.Plessy@nola.gov. The deadline for receipt of questions is **Friday, February 27, 2026, at 2:00 p.m. CST**. NORA will respond to written questions submitted



via email before the due date and time. Answers to questions will be issued in the form of an addendum.

NORA will not accept responses submitted by fax. All proposals must be received by NORA on or before the submission deadline. Responses delivered after the deadline will not be considered.

All proposals must be uploaded to an assigned shared folder no later than **MONDAY, MARCH 9, 2026, at 2:00 P.M. CST.**

SUBMISSION METHOD / REQUIREMENTS: Respondents must submit their proposal electronically via a shared folder in Microsoft OneDrive, a cloud-based program. NORA will not accept hard copy submissions.

To gain access to a shared folder, applicants must email Audrey Plessy directly at Audrey.Plessy@nola.gov to request a link to your shared personal online folder.

- Your request must be submitted to the email address indicated at least 24 hours prior to the submission deadline.
- To share the link, include in your email the respondent's name (Individual or Organization and Primary Contact) and their corresponding email address to share the link.
- The electronic folder will only be shared with the requestor and the email address(es) they provide to NORA; respondents will not be allowed access to other respondents or related materials.
- In response to your request, you will receive a link to the shared folder to upload your proposal.
- Once the proposal is completed, along with all required attachments and supporting documentation, upload the entire proposal packet to the shared drive via the link that was provided.

Responses must clearly demonstrate the respondent's qualifications to perform the required services and address all relevant factors in a professional relationship.



1. **Scope of Services:** Describes the requested services, **Attachment A – Scope of Services.**
2. **Submission Information:** Responses must be submitted in accordance with **Attachment B – Submission Information and Attachment C – Fee Schedule.**
3. **Evaluation and Selection:** NORA will select the successful respondents according to the procedures described in **Attachment D – Evaluation Process and Selection Criteria.**
4. **Insurance Requirements:** Respondents shall provide evidence of insurance coverage and minimum required limits by completing and submitting **Attachment E – Certificate of Insurance Coverage Form.**
5. **Ownership of Documents & Proprietary Information:** All responses and all documentation submitted therewith are NORA property for all purposes. Only information which is legitimate, such as trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked as **CONFIDENTIAL** in the proposal and will be handled in accordance with the Louisiana Public Record Law, La. R.S. 44: 1, et seq., and all applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse. Documentation must be included to justify such exemption. NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.
6. **Conflict of Interest Disclosure:** Respondents shall disclose any direct or indirect, current, or future, conflicts of interest between themselves and NORA and their respective employees by completing and submitting **Attachment F – Conflict of Interest Disclosure Affidavit.**
7. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to Registered Disadvantaged Business Enterprises (DBE's) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The respondent shall agree to use its best efforts in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract by completing and submitting **Attachment G – DBE Participation Form.**



- 8. Acknowledgement of Addenda:** Respondents must provide written acknowledgement of addenda with their submission by completing and submitting **Attachment H – Acknowledgement of Addenda (if necessary)**.
- 9. Contracting:** NORA reserves the right to select multiple contractors to perform any and/or all services requested herein. If NORA identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the NORA Required Contract Provisions **Attachment I – NORA Required Contract Provisions and Attachment J – HUD Compliance Provisions for Construction and Professional Service Contracts**.
- 10. Effect:** This solicitation and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the contract executed by NORA and the selected respondents, if any, is the exclusive statement of rights and obligations extending from this solicitation.
- 11. Additional Requirements:** NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of services, and /or specifications of this solicitation. In the event it becomes necessary to revise any part of the solicitation, an addendum or addenda will be provided to all potential respondents who receive the solicitation.
- 12. Public Access to Information/Confidentiality:** All information submitted in response to a solicitation issued by the New Orleans Redevelopment Authority shall remain confidential until after final approval and award is made.

Furthermore, NORA shall not disclose information submitted confidentially in response to a solicitation, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.
- 13. Respondent Costs:** NORA shall not be liable for any costs incurred by respondents prior execution of a contract. All expenses related to the preparation and submission of this solicitation, including, but not limited to, developing the solicitation (quote/proposal), preparing for oral presentations, and any other activities and expenses incurred in response to this solicitation, are solely the responsibility of the respondent and will not be reimbursed by NORA.



- 14. Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA at its option, has the right to request clarification or additional information from the respondents.
- 15. Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work or services in the State of Louisiana and the City of New Orleans.
- 16. Compliance with Applicable Laws:** Any work performed under this solicitation shall be governed by and interpreted in accordance with the laws and jurisprudence of the State of Louisiana. Respondents must comply with all applicable federal, state and local laws, regulations and ordinances, including required licenses, both at the time of submission and throughout the performance of the contract.
- 17. Contractual Obligations:** If the proposed work or services require the use of products or services from another company, such arrangements must be fully disclosed to NORA. Regardless of any subcontracting or third-party involvement, the selected contractor(s) shall remain solely responsible for the delivery and performance of all proposed work or services under the contract.
- 18. Contractor Status:** The successful contractor(s) is independent and is not an employee of NORA.
- 19. Advertising:** In submitting a response, the successful contractor(s) agrees not to use the results from it as a part of any commercial advertising. NORA does not allow contractors to advertise or promote our contractual relationship unless requested or authorized by NORA.
- 20. Media Relations:** The successful contractor(s) shall not make public comments on behalf of NORA without the express written approval of NORA's Executive Director.

END OF SECTION



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

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ATTACHMENT A

SCOPE OF SERVICES

BACKGROUND INFORMATION

The New Orleans Redevelopment Authority (NORA) is requesting proposals from qualified environmental consultants to provide environmental consulting services. NORA's projects and programs receive funding from various sources, including federal, state, local, and private funds. This includes funding from the U.S. Department of Housing and Urban Development (HUD), such as Community Development Block Grants (CDBG), Neighborhood Stabilization Program II (NSP2), and HOME federal funds. Many of the projects are subject to the National Environmental Policy Act (NEPA) and related federal environmental review requirements. Therefore, NORA requires professional environmental consulting services to prepare environmental assessments, prepare compliance documentation, and maintain Environmental Review Records (ERRs).

This contract resulting from this RFP shall be structured as an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, under which individual Task Orders will be issued as service needs arise. Compensation for services under each Task Order will be based on the rates and fees established in the contracted fee schedule. Services may include, but are not limited to, technical support during project planning and implementation; coordination with the responsible entity for environmental reviews; preparing cost estimates and scopes of work for environmental remediation activities; documenting unanticipated environmental conditions; and verifying compliance with NEPA, HUD regulations, and other applicable federal, state, and local requirements. The selected environmental consultant may also be required to coordinate with and oversee qualified subcontractors performing remediation or abatement activities.

SCOPE OF SERVICES

The Contractor shall furnish all necessary supervision, labor, materials, equipment and transportation required to perform the services described in this Scope of Services. Specific tasks will be assigned through written Task Orders issued by NORA as service needs arise. The Contractor shall provide professional environmental consulting services, including but not limited to the following:



1. Prepare Environmental Reviews in compliance with the National Environmental Policy Act (NEPA) of 1969, as amended, including HUD environmental review requirements at 24 CFR Part 58.
2. Prepare and assists NORA to maintain Environmental Review Records (ERRs), including supporting documentation, and assist with entry and processing in and assist with entry processing in HUD's Environmental Review Online System (HEROS), for review and approval by the Responsible entity.
3. Prepare Phase I and Phase II Environmental Site Assessments in accordance with ASTM standards and federal, state and local requirements.
4. Coordinate Lead-Based Paint inspections, risk assessments, clearance examinations, and reporting services as required by 24 CFR Part 35.
5. Prepare Asbestos Surveys in accordance with the EPA, state and local laws.
6. Complete Cultural Resource Surveys and provide coordination services in accordance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800.
7. Prepare Environmental Review Record (ERR) and provide assistance to the responsible entity in HEROS.
8. Coordinate with and provide technical oversight of qualified third-party remediation or abatement contractors, as applicable, including scope development, cost estimates, and compliance documentation.
9. Provide supplemental or revised environmental analysis and documentation necessitated by changes in project scope, funding sources, site conditions or regulatory requirements.

Task #1: NEPA Environmental Review Services

Provide professional environmental review services in compliance with NEPA of 1969, as amended; HUD environmental review requirements (24 CFR Part 58) for HUD funded (CDBG, CDBG-DR, CDBG-NDR, NSP2, HOME, etc.) projects and programs; and Council on Environmental Quality (CEQ) regulations at 40 CFR Parts 1500–1508, as applicable. Generally, this task includes the following:

- 1) Conducting environmental reviews for HUD assisted programs and their award recipients. The contractor shall recommend the level of clearance required for the program/project on an as needed basis, according to 24 CFR Part 58. The contractor shall conduct the environmental reviews (including the publications of notices) for all activities on an as needed basis according to the level of clearance.
- 2) Consulting with all required reviewers, agencies and staff regarding the receipt of all necessary documents and permits for compliance resolution.
- 3) Assisting NORA with responding to comments.



- 4) Coordination, as necessary, with NORA, HUD, and/or Responsible Entity. The contractor shall consult with, follow all guidance provided by, and report regularly to NORA and other interested agencies.

Task #2: Environmental Review Records and HEROS Support

Prepare and update Environmental Review Records (ERRs), including all required supporting documentation, and provide technical assistance with data entry, processing, and tracking in HUD's Environmental Review Online System (HEROS). Services shall support review and approval by the Responsible Entity.

Task #3: Phase I and Phase II Environmental Site Assessments

The contractor may be asked to perform Phase I and/or Phase II Environmental Site Assessments (ESAs) in accordance with applicable ASTM standards and federal, state, and local requirements. Generally, this task includes the following:

For Phase I ESAs:

- 1) Perform a records review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- 2) Perform an onsite reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property.
- 3) Perform interviews with, including, but not limited to, owners, occupants, property managers, and governmental officials to obtain information indicating recognized environmental conditions in connection with the property.
- 4) Prepare and present evaluations and reports to NORA. Evaluations and reports are to include findings, opinions, conclusions and components with environmental site assessment and due diligence reporting in compliance with ASTM standards (latest editions, as applicable).
- 5) The identification of recognized environmental conditions constituted by the presence or likely presence of any hazardous substances on a property under conditions that indicate an existing release, a past release, or a material threat of the release of any dangerous, hazardous, or toxic substances into structures on the property or into the soil, groundwater, or surface water of the property.
- 6) This may include reconnaissance-level screening for asbestos materials, lead-based paint, radon, etc., depending upon the age and/or materials of the property.



7) Provide expert witness services relating to Phase I Environmental Site Assessments.

The following industry and regulatory standards, and all performance requirements, shall be incorporated into the scope of services for this category as if they were fully set forth herein, unless indicated otherwise by NORA in an assigned Task Order. These standards collectively establish the minimum requirements for investigation, analysis and reporting necessary to achieve the satisfactory completion of Phase I Environmental Site Assessment.

ASTM standards referenced for Phase I ESAs include, but are not necessarily limited to, the following:

- a) ASTM Standard #E 1527 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, latest edition; and
- b) ASTM Standard #E 1528 Standard Practice for Environmental Site Assessments: Transaction Screen Process, latest edition.

For Phase II ESAs:

- 1) Develop the scope of work
- 2) Assessment activities (including laboratory testing)
- 3) Evaluation and presentation of data, and
- 4) Presentation of findings, conclusions and specific recommendations with cost estimates to accomplish the recommended work.
- 5) Perform the review of previously prepared environmental documents and reports.
- 6) Investigate property background such as involved parties known and potential environmental conditions, current and historic property use, responsible parties, cause of environmental conditions, potential off-site sources of contamination, etc.
- 7) Determine if buildings, soil, air and possibly groundwater have been impacted by a known or possible environmental condition (i.e., a dry cleaner, leaking underground storage tank, etc.) to determine the necessity for further characterization.
- 8) Determine the vertical and lateral extent of soil and groundwater contamination and provide remediation cost estimates to NORA to make decisions regarding the property.
- 9) Discuss drilling and sampling protocols, details of monitoring well construction, if applicable, rationale for selection of locations for borings/wells and depths explored.
- 10) Perform all analysis and interpretation of results in the context of applicable Local, State and Federal laws, ordinances, regulations and rules.
- 11) Perform analysis of local geologic and hydro geologic setting and environmental conditions identified in borings/wells including depth to groundwater, probable, or known direction for local



groundwater flow, interpretation of soil/stratigraphy and contaminant distribution based on boring logs made *in* Phase II site work.

- I2) Perform interpretive analysis of vertical and lateral extent of soil and/or groundwater contamination using geologic cross-sections, water table contour maps and iso-concentration contour maps as may be applicable to clearly illustrate finds and implications to the average report user/consumer.
- I3) Report preparation with conclusions, recommendations, and cost estimates as appropriate to implement recommendations.
- I4) Identify applicable regulatory jurisdictions, cleanup standards/guidelines, applicable soil and/or groundwater cleanup guidelines, identification of agency reporting/disclosure requirements, if any.
- I5) Discuss lab results with comparison to regulatory cleanup guidelines, discussion of requirements to meet regulatory standards, discussion of feasibility for remediation, if applicable, approximate estimated costs for additional studies and/or monitoring, and/or remediation, if feasible, and estimated timelines to meet regulatory requirements.
- I6) Provide expert witness services relating to Phase II Environmental Site Assessments.

The following industry and regulatory standards, and all performance requirements, shall be incorporated into the scope of services for this category as if they were fully set forth herein, unless indicated otherwise by NORA in an assigned Task Order. ASTM standards referenced for Phase II ESAs include, but are not necessarily limited to, the following:

- a) ASTM Standard #E 1903 Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process, latest edition.
- b) ASTM Standard #D 5730 Guide to Site Characteristics for Environmental Purposes with Emphasis on Soil, Rock, The Vadose Zone and Ground Water, latest edition.
- c) ASTM Standard #D 653 Terminology Relating to Soil, Rock and Contained Fluids, latest edition.
- d) ASTM Standard #I3 4750 Test Method for Determining Subsurface Liquid Levels in a Borehole or Monitoring Well. (Observation Well), latest edition.
- e) ASTM Standard #E 1527 Practice for Environmental Site Assessments: Phase I, latest edition.
- f) ASTM Standard #E 1528 Practice for Environmental Site Assessments: Transaction Screen Process, latest edition.



Task #4: Lead Inspections, Risk Assessments and Clearance Testing Services

Coordinate and support lead risk assessments and/or clearance testing, risk assessments, clearance examinations, and reporting services as required by HUD's Lead Safe Housing Rule (24 CFR Part 35) for rehabilitation activities. Generally, this task includes the following:

Perform lead-based paint inspections and risk assessments and/or combination inspection/assessments. This service would include:

- 1) Perform lead-based paint inspections and risk assessments and/or combination inspection/assessments.
 - a) Conduct testing on required areas, including deteriorated painted surfaces, and exterior surfaces. Contractor will use an XRF machine that is calibrated according to standard practices of the trade and/or submit samples to a laboratory recognized by the U.S. Environmental Protection Agency (EPA), National Lead Laboratory Accreditation Program.
 - b) Conduct soil testing as appropriate.
 - c) Conduct dust wipe sampling on floors, windowsills and window troughs as appropriate to determine the current conditions.
 - d) Interview the unit occupants to establish habits and use patterns, maintenance, and construction/lead control previously performed on the property.
 - e) Prepare a Lead inspection and/or Risk Assessment report for each housing unit to include the following: (A.) a summary including: 1) identification information, 2) basic inspection information, 3) results, and 4) other statements or disclosures; (B.) a full explanation of methodology and results; (C.) a lead hazard control plan; and (D.) all laboratory and XRF analysis and raw data.
- 2) Provide up to two (2) clearance inspections, one at the conclusion of the lead hazard control work and the second, **if necessary**, at the conclusion of the rehabilitation work. Clearance results shall be provided to NORA within two (2) business days of testing. The Contractor shall provide a quote for the cost of clearance tests, on a per service basis, as required. The clearance inspection reports will contain the following information:
 - a) General property information.
 - b) Hazard reduction activities including 1) name and address of the firm and supervisor of lead-hazard reduction activity, 2) start and completion dates of the work, 3) detailed written description of the lead-hazard reduction activity



including the method(s) used and location of the activities, and 4) any suggested monitoring requirements.

- c) Clearance related activities including, but not limited to, the results of the visual assessment (final) and the analysis of dust samples in micrograms per square feet by location of sample.
- 3) Phone consultations by NORA and/or its rehabilitation program managers over the term of the contract.

Task #5: Asbestos Surveys and Compliance

Prepare and coordinate Asbestos Surveys in accordance with applicable EPA regulations and state and local laws. Generally, this task includes the following:

- I) Field Procedures
 - a) Determine what materials were required for use under the Uniform Building Code in effect at the time of construction and past renovations of the structure, if available.
 - b) Review existing data including design drawings, as-built drawings, project specifications, and any existing survey and/or laboratory information, if available.
 - c) Use equipment that will allow visual examination of all accessible spaces.
 - d) Confirm with the owner or owner's representative the exact area under investigation, exact nature of demolition/renovation and identify all materials that will be disturbed or accessed.
 - e) Determine whether the building will be totally or partially renovated and/or demolished.
 - f) Determine and investigate each building's structural, mechanical, and roofing systems that are to be disturbed.
 - g) Perform a comprehensive investigation of areas to identify suspect materials to be sampled and/or assumed to contain asbestos.
 - h) Create a sampling plan based on suspect materials present and requirements of 40 CFR 763.86.
 - i) Collect bulk samples of all suspect materials that will be disturbed and not assumed to be asbestos and submit them to a certified laboratory for analysis.
 - j) Document where asbestos materials exist and record their exact location, condition and quantity. "Condition" shall include a physical assessment to determine whether or not each asbestos material is "friable".



- k) Document all sampled materials found to be negative for asbestos, including original location, condition, and quantity. These services may include building material assessments, reporting, and coordination with licensed professionals to support regulatory compliance and project implementation.

2) Destructive Investigation

Many asbestos containing materials are in concealed areas, such as wall cavities, below ground level, and other hidden spaces. NORA expects destructive investigation, as necessary, to gain access to these hidden spaces and to inspect them for suspect materials. The following guidelines constitute reasonable criteria for locating concealed materials:

- a) Identify the different building systems which may involve concealed asbestos materials such as the heating/cooling system, domestic water lines, roof drainage lines, miscellaneous piping lines, underlying roofing, etc.
- b) Open hidden areas and inspect each system in at least three (3) locations for each area of construction.
- c) Focus the inspection on likely areas for suspect materials (i.e. where insulated pipe enters walls or ceilings, behind heating units, etc.).
- d) Examine additional areas if results of inspection are inconsistent.
- e) Clearly list all concealed areas which have not been inspected and explain why they were not inspected. Reasons why may include: (1) records showing recent access to such spaces and sample results, (2) safety hazards, and (3) restrictions imposed by the property owner.
- f) For those asbestos surveys that include inaccessible concealed spaces, a qualified person should be available during the project to address the potential of unidentified suspect materials becoming disturbed once work begins.
- g) Asbestos Hazard Emergency Response Act (AHERA) Building Inspectors may discuss with the property owner the possible need to disconnect electrical power or other utilities during the destructive phase of the investigation. It may also be desirable for the property to be unoccupied.

3) Survey Report Format and Content

The survey report should list the results of an asbestos survey in a manner to promote ease of comprehension. The survey report should also contain an introductory summary that briefly explains what will be found in the report. Documentation, such as field data sheets and photographs, should appear in appendices of the report. The Survey Report Format and



Content shall include the following information:

Background Information & Scope of Work:

- 1) Date(s) of field inspection and report submittal.
- 2) Building address.
- 3) Building owner and contact person name, email and phone number.
- 4) Description of area surveyed including any exclusions or limitations (be specific).
- 5) Description of building status after survey, if known (Will the building be totally or partially renovated and/or demolished?).
- 6) Name of report writer(s) and reviewer(s) including AHERA accreditation information.

Building Description:

- 1) Building name, if any.
- 2) Type of building i.e. commercial, warehouse, retail, residential, etc.
- 3) Special features of building.
- 4) Type of business.
- 5) Approximate age of structures and dates of past renovations.
- 6) Description of building systems such as structural system, mechanical system, roofing system, non-structural systems (not inherent to building), etc.

Building Inspector/Firm Affiliation/Laboratory Information:

- 1) Name(s) of Building Inspector(s) including certification number, inspector's signature and expiration date.
- 2) Inspector firm information including name, address, and phone number, Laboratory name and accreditation.
- 3) Special instructions regarding type of analysis requested such as PLM, point counting, TEM.

Survey Methodology:

- 1) Describe the inspection procedure being used, including the scope of the survey. The inspection must be in accordance with the sampling protocol in 40 CFR 763.86.
- 2) Inventory the locations of homogeneous areas where samples are to be collected.



- 3) Describe the sampling methods employed.
- 4) If hidden or inaccessible areas are to be disturbed or are likely to be disturbed, provide a detailed description of the procedure used to find hidden suspect materials. (For example, if asbestos pipe insulation is suspected in a wall cavity, describe by location, where wall was opened for examination.) NORA recommends that each building and nonstructural (not inherent to building) system suspected of having asbestos materials be breached and sampled at a minimum of three locations.

Asbestos Identification Process:

- 1) Prepare a sample and suspect asbestos material location plan.
- 2) List all materials sampled and tested, including test results and date(s) collected.
- 3) List all suspect materials assumed to contain asbestos; be specific in terms of quantity and location of materials.
- 4) List whether homogeneous areas identified are surfacing material, thermal system, installation, or miscellaneous material and indicate the amount of suspect materials sampled (be specific).
- 5) Describe exact location where each bulk sample is collected and assessment made of friability including reasons for assessment.

Notice to Demolition/Renovation Contractors:

- 1) Highlight in the inspection report any concealed areas that were not surveyed and that may contain undiscovered asbestos containing materials.
- 2) Clearly list all hidden areas and list all potential asbestos containing materials that may be found.

Procedure for Communicating Survey Findings to Affected Parties:

The AHERA Building Inspector should assist the property owner in communicating both verbally and in writing the survey findings (copy of survey report) to all individuals who may come into contact with any identified or suspect asbestos containing materials. Such individuals may include, but are not limited to, contractors, subcontractors, building occupants/guests/visitors, custodial and maintenance staff, occupants of neighboring buildings, etc.



Task #6: Cultural Resource Surveys and 106 Coordination

Provide cultural resource services in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Services may include conducting records research, coordinating with the State Historic Preservation Officer (SHPO), preparing consultation materials, and documenting findings and determinations.

- 1) Phase I - Cultural Resource Survey.
- 2) Prepare a Cultural Resources Report that identifies and evaluates archaeological sites, historic structures, and other cultural resources within a project's Area of Potential Effects (APE).
- 3) Conduct an archeological inventory in compliance with all state and federal regulations as it relates to Section 106 of the National Historic Preservation Act and 36 CFR Part 800.
- 4) Produce a hard copy and an electronic copy of both the draft and final reports, which will detail the results of the archeological inventory and subsequent data analysis. The report shall meet all state and/or federal reporting requirements. For more information about Report Guidelines for Cultural Resource Investigation, refer to: <https://www.crt.state.la.us/cultural-development/archaeology/CRM/section-106/index>

Task #7: Responsible Entity and Agency Coordination

Coordinate with the City of New Orleans, acting as the Responsible Entity, and its Environmental Officer, as applicable, as well as other regulatory agencies, to support environmental review completion, approval, and ongoing compliance. Services shall include responsiveness to agency comments and schedule-driven coordination.

Task #8: Remediation and Abatement Oversight Support, as applicable

Provide technical support and coordination for environmental remediation or abatement activities conducted by qualified third-party contractors, as applicable. Services may include scope development, cost estimates, procurement support, compliance monitoring, documentation of completed work, and verification that activities are consistent with NEPA determinations and regulatory requirements. Services may be provided on an as-needed, task-based, or hourly basis.



Task #9: Supplemental and Revised Environmental Analyses. as applicable

Provide supplemental, revised, or additional environmental analyses and documentation as necessitated by changes in project scope, funding sources, site conditions, regulatory requirements, or unanticipated environmental conditions. Services may be provided on an as-needed, task-based, or hourly basis.

TASK ORDERS

The Contractor will be assigned work, which shall be initiated through a written Task Order, as determined by NORA. Each Task Order shall include a description of work to be performed, as outlined in the Scope of Services, and the associated rate(s) and fees established in the contracted fee schedule, as agreed upon by NORA and the Contractor prior to the start of work. Compensation for services under each Task Order will be calculated based on the rates and fees established in the contracted fee schedule.

The Contractor shall perform all services in accordance with the requirements set forth in the Scope of Services for each Task Order. All rates and fees shall be fully burdened, inclusive of all overhead, profit and administrative expenses. No additional costs, including travel, materials or other out-of-pocket expenses, shall be reimbursed under the contract.

END OF SECTION



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ATTACHMENT B

SUBMISSION INFORMATION

I. COVER LETTER

Respondents shall submit a cover letter expressing their interest in providing Environmental Consulting Services to NORA on an as-needed basis. The cover letter must include a description of the business, the number of years in operation, the size of the firm, number of staff, office location(s), the location from which services will be provided, and the range of professional services offered. The letter must also identify a point of contact, including the individual's name, physical address, email address, and telephone number. If the respondent is a firm, the cover letter must also include the name and title of the individual authorized to negotiate contract terms and make binding commitments on behalf of the firm. Additionally, the same information must be provided for any subconsultants included on the team.

2. BACKGROUND AND RELEVANT EXPERIENCE

Respondents shall provide a description of prior contracts executed by the firm that demonstrate their relevant experience. The response should include the following:

- 1) Provide a listing of the most relevant prior engagements in which the firm or team assisted a governmental entity with HUD Environmental Review requirements, Phase I and II Environmental Site Assessments, and lead inspections, assessments, and clearance testing.
- 2) Describe any issues or project characteristics that would be uniquely relevant in evaluating the experience to successfully manage the proposed projects.
- 3) Demonstrate specialized experience, technical competence, and qualified staff with direct experience performing NEPA reviews for similar projects and funding sources.
- 4) Demonstrate experience with HUD-funded projects and proficiency in HEROS workflows.



3. QUALIFICATIONS

Respondents shall describe the firm and team members' qualifications and experience in performing tasks outlined in the Scope of Services. The response must include a response for each of the following:

- 1) Scope of Services Task #1 – Environmental Review (NEPA and Related Laws)
 - a) Demonstrated working knowledge of requirements of NEPA, 24 CFR Part 58, and other federal laws and authorities, including:
 1. National Historic Preservation Act
 2. Executive Order 11988 (Floodplain Management)
 3. Executive Order 11990 (Wetland Protection)
 4. Clean Air Act
 5. 24 CFR Part 51
 6. Executive Order 12898 (Environmental Justice)
 7. Coastal Zone Management Act of 1972
 8. Coastal Barrier Resources Act of 1982
 9. Endangered Species Act of 1973
 10. Wild and Scenic Rivers Act of 1968
 - b) Demonstrated experience working with state or local governments on environmental clearances for federal (HUD) projects. Provide a list of environmental reviews completed since 2016 in accordance with 24 CFR Part 58.
 - c) Local, state or regional experience in this area.
 - d) Provide one completed Environmental Assessment, and one completed Categorical Exclusion (subject to 24 CFR Part 58.5).

- 2) Scope of Services Task #2 – Environmental Review and HEROS Support

Prepare Environmental Review Record (ERR) and provide assistance to the responsible entity in HEROS.

- 3) Scope of Services Task #3 – Phase I and Phase II Environmental Site Assessments

- a) Working knowledge of ASTM Standard #E 1903 Standard guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process, latest edition,



ASTM Standards #D 5730 ASTM Standard #D Guide to Site Characteristics for Environmental Purposes with Emphasis on Soil, Rock and Contained Fluids, latest edition, ASTM Standard #D 4750 Test Method for Determining Subsurface Liquid Levels in a Borehole or Monitoring well. (Observation Well), latest edition, ASTM Standard #E 1527 Practice for Environmental Site Assessments: Phase I, latest edition, ASTM Standard #E 1528 Practice Site Assessments: Transaction Screen Process, latest edition.

- b) Demonstrated experience working with state or local governments on Phase I/Phase II Environmental Site Assessments for federal (HUD) projects.
- c) Local, state or regional experience in this area.
- d) Provide one completed Phase I Environmental Site Assessment, and one completed Phase II Environmental Site Assessment.

4) Scope of Services Task #4 – Lead Inspections, Risk Assessment Compliance

- a) Working knowledge of 24 CFR 35 and HUD’s Lead Safe Housing Rule.
- b) Experience working with state or local governments in lead inspection, risk assessments and clearance testing.
- c) Local, state or regional experience in this area.
- d) Provide one completed lead inspection and/or risk assessment report.

5) Scope of Services Task #5– Asbestos Surveys

- a) Working knowledge of 40 CFR 763.86.
- b) Experience in working with state or local governments on asbestos surveys.
- c) Provide, as necessary, completed asbestos report.

6) Scope of Services Task #6 – Cultural Resource Surveys and I06 Coordination

- a) Working knowledge of Section 106 of the National Historic Preservation Act.
- b) Experience working with state or local governments on historic preservation compliance.
- c) Provide one completed Section 106 Consultation or related documentation.

7) Scope of Services Task #7 – HEROS and ERR Preparation

- a) Working knowledge of preparing Environmental Assessments in ERR format
- b) Demonstrated experience working with HUD’s HEROS System



4. STAFF QUALIFICATIONS

Proposals must include the following information:

- 1) Professional resumes for key personnel assigned to the contract, including their relevant experience, professional designations, licenses and certifications.
- 2) Description of key personnel's proposed roles and responsibilities on this contract including principal(s), contract manager(s) and/or technical staff.
- 3) An organizational chart of the proposed contract team.
- 4) Description of the firm's management and organizational capabilities, particularly regarding staff and resource capacity to respond to critical timelines and complex scope requirements on short notice.
- 5) Acknowledgement that any change in staff in this contract from those proposed in the response to this RFP must be approved by NORA prior to implementation. Substitutions without prior NORA approval will be considered a breach of contract. NORA reserves the right to request replacement of any team member deemed unacceptable.

5. PROJECT SCHEDULE

Provide a tentative project timeline for:

- 1) Each level of NEPA environmental review reflects milestones and durations for each task to be completed.
- 2) Completion of a Phase I and Phase II environmental site assessment reflecting milestones and durations for each task to be completed.
- 3) Completion of lead inspections, risk assessments and clearance testing reflecting milestones and durations for each task to be completed.
- 4) Completion of a Phase I Cultural Resource Survey.

NOTE: A final schedule of these tasks will be mutually agreed upon after contract award.

6. FEE SCHEDULE

Provide a fee for each task and an hourly rate for each staff position and any subcontractor(s) that may be assigned work under a contract resulting from this RFP. Respondents shall provide a fee for each task, and hourly rates for staff positions in the format provided in **Attachment C – Fee Schedule**. The fee schedule shall include all overhead, profit, and administrative costs.



The contract resulting from this solicitation shall be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, under which individual Task Orders will be issued as service needs arise. Compensation for services under each Task Order will be based on the rates and fees established in the contracted fee schedule.

7. REFERENCES

Provide a minimum of three (3) current references for most relevant completed contracts that directly relate to the scope of services. Each reference shall include:

- 1) Brief description of the services provided
- 2) Company name and address
- 3) Contact name and title
- 4) Telephone number and email address

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

NORA seeks to extend subcontracting opportunities to Registered Disadvantaged Business Enterprises (DBE's) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The respondent shall agree to use its best efforts in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract.

All firms shall complete and submit the **DBE Participation Form – Attachment G** and address the following:

- a. The names and addresses of all DBE firms that will participate in the contract, as applicable.
- b. The commitment of the participation of each DBE firm participating in the contract on the basis of the percentage of the total dollar value of the contract.
- c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above, as applicable; and
- d. If the contract goal cannot be met, evidence of best efforts.

END OF SECTION



**REQUEST FOR PROPOSALS (RFP)
FOR
ENVIRONMENTAL CONSULTING SERVICES**

ATTACHMENT C

FEE SCHEDULE

Provide a fee for each Environmental Consulting Services Task as identified below. The fee for each task shall include all overhead, profit, and administrative costs.	
ENVIRONMENTAL SERVICES – TASK DESCRIPTION	FEE
NEPA Environmental Review - Exemption	\$
NEPA Environmental review - CENST 58.5	\$
NEPA Environmental review - CEST 58.5	\$
Tiered Environmental Review - Subject to 58.5 (Tier I)	\$
Tiered Environmental Review - Subject to 58.5 (Site Specific - Tier II)	\$
NEPA Environmental Review - Environmental Assessment	\$
8 Step Floodplain Checklist – (As part of any NEPA review)	\$
Additional Cost for Noise Assessment (Using HUD DNL Calculator)	\$
Phase I ESA	\$
Phase 2 ESA	\$
Lead Inspection (Including reports)	\$
Risk Assessment (Including reports)	\$
Monitor Lead Abatement Work	\$
Completion of Asbestos Survey – Single Family Home	\$
Ph. I Cultural Resource Survey (In accordance with Sec. 106)	\$

Company Name

Authorized Signature

Date

Print Name



**REQUEST FOR PROPOSALS (RFP) FOR
ENVIRONMENTAL CONSULTING SERVICES**

ATTACHMENT C

FEE SCHEDULE

Provide an hourly rate for each position identified below. The hourly rate for each task shall include all overhead, profit, and administrative costs. (Mark N/A for positions that will not be used). Hourly billing rates for all labor categories proposed to perform services under this contract shall include, but may not be limited to project management, NEPA compliance, environmental scientists, cultural resource specialists, lead-based paint professionals, and administrative support. These rates shall apply to additional or supplemental services not specifically identified above, including remediation coordination, regulatory agency coordination, and revised environmental analyses.

POSITON DESCRIPTION	HOURLY RATE
Sr. Principal	\$
Senior Project Professional	\$
Certified Industrial Hygienist	\$
Environmental Engineer	\$
Industrial Hygienist	\$
Wetland Specialist	\$
Project Manager	\$
Staff Engineer	\$
Staff Scientist/Geologist	\$
Quality Assurance Manager	\$
Environmental Technician	\$
Project Coordinator	\$
Clerical	\$
Additional Services	\$

Company Name

Authorized Signature

Date

Print Name



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

REQUEST FOR PROPOSALS (RFP) FOR ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT D

EVALUATION PROCESS AND SELECTION CRITERIA

NORA will apply the following selection criteria and weighing factors to evaluate submissions:

- Up to 40 Points: *Background and Relevant Experience: The demonstrated experience of the respondent to deliver desired results and outcomes for other governmental or non-profit entities similar to those described in the Scope of Services; quality of performance on previous contracts;*
- Up to 40 Points: *Staff Qualifications: The qualifications of personnel of the respondent who will be responsible for overseeing and performing the work requested in the RFP; resumes of key members of the team.*
- Up to 10 Points: *Fee Schedule: The degree to which the cost is determined to be fair and reasonable for completing all project tasks.*
- Up to 10 Points: *DBE: The degree to which the Proposer's response meets or exceeds NORA's Board approved Disadvantaged Business Enterprise (DBE) Policy.*

Proposals received in response to this solicitation may be evaluated using a two-stage process.

During Stage I of the evaluation process, all proposals will be evaluated and scored by an Evaluation Committee in accordance with the predetermined evaluation criteria. Each criterion has an assigned point value, as indicated in the matrix above. Proposals will be evaluated based on their ability to meet these requirements, and the total scores will be used to determine which proposals are in the competitive range, and will be included on the short list.

Stage II of the evaluation process may include interviews and/or presentations with respondents on the short list. Respondents not included on the short list will not proceed to Stage II. The purpose of Stage II is to clarify certain information presented in the respondents' proposals, promote NORA's requirements with respect to this RFP, and to negotiate and finalize agreeable contract terms.



NORA will award a contract resulting from this solicitation to the responsible Offeror or Offerors whose proposal, conforming to the solicitation, will be most advantageous, considering price and other technical factors. NORA reserves the right to award a contract without negotiations, to make multiple awards, to make no award, or to decline negotiations if it is determined that no respondent can deliver the required level of service within an acceptable price range and/or timeframe.

Further, NORA reserves the right to forgo Stage II of the evaluation process and enter negotiations based solely on the results of Stage I. Any contract award will be based on the initial proposals received.

END OF SECTION



**NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS (RFP)
FOR
ENVIRONMENTAL CONSULTING SERVICES**

ATTACHMENT E

CERTIFICATE OF INSURANCE COVERAGE

- A. Before commencing work, the contractor shall, at its own expense, procure, pay for and maintain the following insurance written by companies authorized in the State of Louisiana and acceptable to the New Orleans Redevelopment Authority (NORA). The contractor shall furnish NORA certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all the applicable required provisions. Certificates shall be addressed as follows:

**ENTITY NAME
ADDRESS
CONTACT INFORMATION**

1. **Commercial General Liability** Insurance, including, but not limited to bodily injury, property damage, products/completed operations and personal & advertising injury, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form.
2. **Workers' Compensation** Insurance in the State of Louisiana Statutory Limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$1,000,000 each accident, b) by disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000. Workers' Compensation is only required if the contractor has employees.
3. **Business Automobile Liability** Insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000. Business Automobile Liability is only required if vehicles are to be used for providing services.
4. **Professional Liability** Insurance (or equivalent) appropriate to the contractor's profession to provide coverage against any claim which the contractor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission, or negligent act with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate.
5. The following insurance coverage requirements shall be added into any agreement that involves the noted exposure in addition to the standard requirements per agreement type:

Pollution Exposure - Contractors performing work with pollution exposure:

Pollution Liability (or equivalent) including cleanup expenses, to provide coverage against any claim which the contractor may become legally obligated to pay as damages arising out of



the work, including the removal of all materials from the site and their appropriate disposal with minimum limits of \$1,000,000 per claim.

NOTE: For insurance written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the New Orleans Redevelopment Authority (NORA).

B. With reference to the foregoing required insurance, the contractor agrees to the following:

1. A waiver of subrogation in favor of NORA, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. NORA, its officials, employees and officers, shall be covered as additional insureds on the Commercial General Liability policy.
3. Policies of insurance shall not be cancelled, non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to NORA.

C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

E. The contractor shall require any sub-contractors, and other persons doing business with or for the contractor related to the work to maintain at a minimum the insurance as required and where appropriate, or their liability shall be covered by the contractor.

SUBMITTED BY

(Name of Company / Firm): _____

Representative: _____

Print Name

Signature

Date:

Name of Surety Company: _____

Name of Surety Agent: _____

Surety Agent's Phone: _____



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

**REQUEST FOR PROPOSALS (RFP)
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ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF _____**

Before me, the undersigned authority came and appeared _____, who, being first duly sworn, deposed, and said that:

1. He/She is the _____ and authorized representative of _____ hereafter called "Respondent."
2. The Respondent submits the attached response in response to the above referenced solicitation.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with NORA/NORU Commissioners, officers, and employees. (If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

Address

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 2026.

Notary Public (signature) Notary ID# / Bar Roll#



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

**REQUEST FOR PROPOSALS (RFP)
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ATTACHMENT G

DBE PARTICIPATION FORM

Complete this form and submit with your proposal to confirm your level of DBE participation.

Please initial each and complete the blank space below:

_____ The bidder/offeror/applicant is committed to a minimum of 35 % DBE utilization on this contract.

_____ The bidder/offeror/applicant is unable to meet the 35% DBE goal and is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/contractor/applicant is unable to meet the DBE goal and will submit documentation demonstrating Good Faith Efforts. For details about how to demonstrate good faith efforts, contact NORA's Compliance Officer.

Bidder/Offeror Information

Name of Bidder/Offeror Firm: _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____, _____
(Signature) (Printed Name)

_____/_____
(Title) (Date)

Is your organization a Disadvantaged Business Enterprise (DBE)? Yes _____ No _____

If your organization is DBE certified, please submit a copy of your DBE certification along with this completed form.



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

**REQUEST FOR PROPOSALS (RFP)
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ATTACHMENT H

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____

Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

REQUEST FOR PROPOSALS (RFP) FOR ENVIRONMENTAL CONSULTING SERVICES

ATTACHMENT I

NORA REQUIRED CONTRACT PROVISIONS

Contracts for services must include specific required provisions that may be revised as deemed necessary and appropriate by NORA, including but not limited to the following:

1. **CONTRACT TYPE/AMOUNT:** The contract resulting from this solicitation shall be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. NORA will issue individual Task Orders for Environmental Consulting Services, as outlined in the Scope of Services, as service needs arise. Each Task Order will define the specific work to be performed, deliverables, and schedule.

Each Task Order will specify a fixed fee/hourly rate for the services to be performed, calculated in accordance with contracted fee schedule. All rates and fees shall be fully burdened, inclusive of all overhead, profit and administrative expenses. No additional costs, including travel, materials or other out-of-pocket expenses, shall be reimbursed under the contract.

No additional compensation will be provided beyond the amount stated in the Task Order unless formally amended in writing by NORA.

2. **CONTRACT TERM:** The Agreement shall have an initial term of one (1) year, commencing on the Effective Date, with options to extend for up to four (4) additional one-year terms.

Any extensions shall be subject to the availability of funds, the Contractor's satisfactory performance under the Agreement, and the prior written approval of NORA. Extensions shall not be automatic and must be agreed upon in writing by both parties. All services provided during the initial term and any extensions shall be billed at the fixed fees set forth in the Agreement.

3. **STANDARD AND MANNER OF PERFORMANCE:** The Contractor shall perform all obligations under this Contract with the highest standards of care, skill, and diligence customarily exercised by professionals in the Contractor's industry, trade, or profession. All



services and deliverables provided by the Contractor shall meet or exceed generally accepted industry standards, comply with all applicable laws, regulations, and codes, and be performed in a timely and professional manner using qualified personnel and appropriate resources. The Contractor shall implement quality assurance and control measures to ensure consistency, reliability, and adherence to the requirements set forth in the Agreement.

4. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall, at its sole expense, obtain prior to the Effective Date and maintain throughout the term of the Agreement all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement. The Contractor shall also ensure that all employees, agents, and subcontractors engaged in the performance of the Agreement obtain and maintain, at all times during their engagement, all licenses, certifications, permits, and other authorizations necessary to fulfill their respective obligations in connection with the Agreement.
5. INVOICING AND PAYMENTS: As a prerequisite for payment, the Contractor shall submit a detailed invoice to Charri H. Schairer, Compliance Officer, or designee and/or successor at Charri.Schairer@nola.gov or as otherwise directed by NORA in writing. Invoices may also be submitted to NORA at 1409 Oretha Castle Haley Blvd., New Orleans, LA 70113. Each invoice shall include a description of services performed and any supporting documentation required by NORA. NORA shall remit payment within thirty (30) days after receipt and approval of a properly submitted invoice.
6. INDEPENDENT CONTRACTOR: The Contractor is acting under the Agreement as an independent contractor and not as an agent, or employee, or representative of NORA. No employee of the Contractor has been, is, or shall be considered an employee of NORA by virtue of the Agreement, and the Contractor shall so inform each employee organization and each employee hired or retained under the Agreement. The Contractor shall not represent or otherwise hold itself, or any of its directors, officers, partners, employees, or agents, as an agent or employee of NORA. The Contractor shall be responsible for payment of all wages, taxes, benefits and insurance for its employees.
7. WITHHOLDING PAYMENTS: NORA may, at its sole discretion, withhold payments to the Contractor to protect itself from actual or potential loss for defective and/or inferior work, damage to NORA's property or property for which NORA is responsible, failure to provide deliverables on schedule, or meet performance measures, failure to make proper payments to subcontractors or for labor, materials, or equipment used on this project, failure to pay taxes due on materials used on this project, or damage caused by the Contractor to another



contractor engaged by NORA. NORA shall promptly notify the Contractor in writing of any payments being withheld and the reasons for such withholding, and such payments shall be released upon the Contractor curing the underlying issue to NORA's reasonable satisfaction.

8. CORRECTION OF WORK: The Contractor shall promptly correct, at its own expense, any work NORA rejects in writing as failing to conform to the Agreement or NORA's directives. All costs associated with correcting such rejected work shall be borne solely by the Contractor.

9. EQUAL LABOR AND EMPLOYMENT OPPORTUNITY: The Contractor shall ensure that, in all hiring and employment practices resulting from the Agreement, there is (1) no discrimination against any employee or applicant because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and where applicable (2) affirmative action will be taken to ensure that employees are treated during employment without regard to those characteristics. This requirement shall apply to, but is not limited to, hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

10. DEFAULT AND TERMINATION FOR CAUSE: NORA reserves the right to terminate the Agreement for cause upon a default by the Contractor. The Contractor shall be deemed in default under the Agreement for any of the following reasons:
 - a. Failure to begin work in accordance with the terms of the Agreement or failure to fulfill obligations properly, timely, or diligently;
 - b. Unnecessary, unreasonable, or willfully delay in the performance and completion of the Services, as determined by NORA;
 - c. Abandonment of the Services;
 - d. In NORA's judgement, inability to complete the Services within the agreed deadline or extended deadline due to conditions within the Contractor's control;
 - e. Attempting to assign, transfer, convey, or otherwise dispose of the Agreement in whole or in part without NORA's prior written approval;
 - f. Any NORA officer or employee acquiring an interest directly or indirectly in the Agreement;
 - g. Violation of any provision of the Agreement or disregard of applicable laws, ordinances, permits, licenses, instructions, or orders issued by NORA; or



- h. Ceasing to conduct business in the normal course due to insolvency, bankruptcy, or similar proceedings, whether voluntarily or involuntarily, under any applicable law.

If NORA determines that the Contractor's default is curable, NORA shall provide written notice specifying the acts or omissions constituting such default. The Contractor shall have ten (10) days from the date of such notice, or such longer period as NORA may authorize in writing, to cure the default. If the Contractor fails to cure within the specified period, NORA may terminate the Agreement for cause by providing written notice to the Contractor. Such notice shall identify the acts or omissions relied upon as cause for termination.

In the event of termination for cause, payment of outstanding compensation shall be determined in accordance with Sections 5 and 10 of these provisions.

The Contractor reserves the right to terminate the Agreement for cause upon a default by NORA. NORA shall be deemed in default under the Agreement for any of the following reasons:

- a. Nonpayment in violation of Section 5 of these provisions.

The Contractor may terminate the Agreement for cause upon a default by NORA but must provide NORA with at least thirty (30) days' prior written notice.

11. TERMINATION FOR CONVENIENCE: NORA may terminate the performance of work under the Agreement, in whole or in part, whenever NORA determines that such termination is in its best interest, or pursuant to a directive from the City of New Orleans or any funding source for the Services under the Agreement. In the event of such termination, NORA shall pay the Contractor all sums due for services satisfactorily performed prior to the effective date of termination; however, the Contractor shall not be reimbursed for any anticipatory profits or unearned fees. Termination shall be effected by thirty days' written notice to the Contractor specifying the extent of termination and the effective date. The Contractor may voluntarily terminate the Agreement for convenience by providing written notice to NORA at least thirty (30) days prior to termination.

12. TERMINATION FOR UNAVAILABILITY OF FUNDS: Funding for the Agreement is contingent upon the availability of funds. If, for any reason, funds are no longer available to support the Agreement, the Agreement shall terminate without penalty to NORA. In the event of termination for unavailability of funds, NORA shall provide written notice to the Contractor consistent with the Termination for Convenience provision in Section 11. Any



outstanding invoices for services satisfactorily performed prior to termination shall be paid in accordance with Sections 5 and 11 of the Agreement.

13. **DISPUTES**: Prior to instituting litigation concerning any claim or controversy arising from the Agreement, the Contractor shall submit such claim or controversy in writing to NORA's Executive Director, who may, with the concurrence of the NORA Board of Commissioners, compromise, pay, or otherwise adjust the matter. Nothing herein shall limit the authority of NORA's staff or Executive Director to administer the Agreement in the normal course of performance or to issue, negotiate, and accept changes to its terms and conditions. If the claim or controversy is not resolved by mutual agreement, the Executive Director or their designee shall promptly issue a written decision stating the reasons for the action taken and provide a copy to the Contractor. If no written decision is issued within sixty (60) days after submission of the claim, or within a different period established in writing by the parties, the Contractor may proceed as if an adverse decision had been received.
14. **NON-EXCLUSIVE**: The Agreement shall be non-exclusive, and NORA reserves the right to engage the services of other contractors to perform some, or all of the services set forth in the Agreement.
15. **ASSIGNMENT**: The Contractor shall not assign or transfer any interest in the Agreement, whether in whole or in part, without the prior written consent of NORA.
16. **CONFLICT OF INTEREST**: To ensure the Contractor's efforts do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of employment or engagement that would likely adversely affect its independent work on behalf of NORA. The initial determination of such a possibility rests with the Contractor. The Contractor shall promptly notify NORA and provide full disclosure of any potential conflict and its possible effects of such employment or engagement on the Contractor's performance under the Agreement. The final decision on any disputed offers of other employment or engagement shall rest with NORA.
17. **INDEMNIFICATION**: To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless NORA from and against any and all claims, demands, suits, judgments, liabilities, losses, damages, and expenses, including reasonable attorney's fees, arising out of or resulting from any act or omission of the Contractor, its agents, employees, or subcontractors in connection with the performance of services under the Agreement. This indemnification includes, but is not limited to, claims for loss of life, personal injury, or damage to property, as well as any claims or liens for labor, services, or materials furnished to the Contractor in connection with its obligations under the Agreement.



18. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:

The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. §23:1021(6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. § 23:1034, anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.

19. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION: The

Contractor herein expressly declares and acknowledges that it is an independent contractor and, as such is being hired by NORA under the Agreement for hire as defined in La. R.S. § 23:1472(E). Therefore, it is expressly understood between the parties hereto, that in entering into a services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will remain free from any control or direction by NORA over the performance of the services covered by the Agreement; and
- b. The services to be performed by the Contractor are outside the normal course and scope of NORA's usual business; and
- c. The Contractor has been independently engaged in performing the service listed herein prior to the date of the Agreement.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of NORA for the purpose of unemployment compensation coverage, such coverage being hereby expressly waived and excluded by the parties hereto. the same being hereby expressly waived and excluded by the parties hereto.

20. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood by the parties entering to the Agreement that the Contractor, acting as an independent agent, shall not be entitled to receive any sick or annual leave benefits from NORA.

21. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction based residence elsewhere. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana, excluding its conflict of laws provisions.



22. APPROPRIATION AND/OR EXTENSION: The Agreement is contingent upon the appropriation and availability of funds. No legal liability on the part of NORA shall arise until funds are appropriated and made available for the purpose of the Agreement.

The Agreement may be extended at the option of NORA, provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. The agreement may be extended by NORA on an annual basis for five one-year periods; however, it may be extended for an additional time if agreed to in writing by the parties to the agreement.

23. SOLICITATION: The Contractor attests that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement. The Contractor further attests that it has not paid, and agrees not to pay, any person other than a bona fide employee any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or execution of the Agreement.

24. AUDIT AND OTHER OVERSIGHT: The Contractor shall comply with all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information upon request. Failure to comply with such requests shall constitute a material breach of the Agreement. By signing the Agreement, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and its designated representatives shall have the right to audit, inspect, and review all books and records, in any form (written, electronic or otherwise), relating to the Agreement, including any and all supporting documents and materials. This right extends to records kept by the Contractor, its employees, agents, assigns, successors, and subcontractors.

The Contractor shall maintain all records and correspondence relating to CDBG projects for five (5) years from the official date of closeout by the United States Department of Housing and Urban Development ("HUD").

All books and records, together with supporting or underlying documents and materials, shall be made available upon request to NORA or its designees during normal business hours at the Contractor's office or place of business. If no such location is available, the books and records shall be made available for audit at a time and location convenient for NORA.



25. SUBCONTRACTS: NORA may require the Contractor to provide information regarding ownership interests in any proposed subcontractor prior to approving the subcontractor's retention. The Contractor shall incorporate by reference in all subcontracts the provisions of the Agreement and shall require all subcontractors to comply with such provisions. The Contractor's failure to comply with the obligations in this section shall constitute a material breach of the Agreement.

26. PUBLIC STATEMENTS AND PUBLIC RECORDS: The Contractor shall not discuss or release any information concerning the services provided under the Agreement, or the terms of the Agreement, to the news media or any third party without the prior express written approval of NORA.

Any inquiries from the news media or third parties shall be referred directly to the Executive Director of the New Orleans Redevelopment Authority. The Contractor is advised that NORA is subject to Louisiana's Public Records Law, and as a result, the Contractor may receive requests for documents directly from the public.

Any such request shall immediately be forwarded to NORA's public information coordinator for handling. NORA will determine whether the requested documents are protected or prohibited from disclosure under applicable law.

If the public records requested are in custody of the Contractor, NORA or a court of law may instruct the Contractor in writing to release the documents directly to the requesting party.

27. ASSIGNMENT: The Contractor shall not assign or transfer any interest in the Agreement, whether in whole or in part, without the prior written consent of NORA.

28. OWNERSHIP OF WORK PRODUCT: Except as otherwise agreed to in writing, all work product including, but not limited to, documents, reports, data, information, and ideas specially produced, developed or designed by the contractor under any agreement for NORA, whether preliminary or final, will become and remain the property of the NORA, including any copyright or service marks developed on behalf of NORA. NORA shall have the right to use all such products without restriction or limitation and without further compensation.

29. INSURANCE: The Contractor shall provide evidence of insurance coverage and minimum required limits as set forth in the RFP for the duration of the Agreement.



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)

**REQUEST FOR PROPOSALS (RFP)
FOR
ENVIRONMENTAL CONSULTING SERVICES**

ATTACHMENT J

**HUD COMPLIANCE PROVISIONS
FOR
CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS**

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts exceeding \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for



noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(applicable to contracts and subcontracts exceeding \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- B. When the Contractor, or any contractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.



- C. If the Contractor is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or Contractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or contractors toward a goal in an approved Plan does not excuse any covered Contractor's or contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:



- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it



in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Contractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitation to minority and female Contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm



debarred from government contracts pursuant to E.O. 11246.

- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs



construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NON-SEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding \$10,000)

By the submission of this bid, the bidder, offeror, applicant or Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.



As used in this certification, the term "segregated facilities" 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 which 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 any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed contractors (except where proposed contractors have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**
(applicable to projects with more than \$200,000 in funding from housing and community development financial assistance programs, or more than \$100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly



those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. Employment and Training

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

B. Contracting

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

C. Contract Provisions

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts exceeding \$10,000)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee



or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. **AGE DISCRIMINATION ACT OF 1975**



The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all contractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or contractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. **Lead-Based Paint Hazards**

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and contractors shall comply



with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood



Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)



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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.



20. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.



- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Contractor by the terms of the contract documents insofar as applicable to the work of contractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any Contractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its contractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's contractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED



Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the contractors with such regulations, and shall be responsible for the submission of affidavits required of contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval



of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal



contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally 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 in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **FEDERAL LABOR STANDARDS PROVISIONS**

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 particular 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 on 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 contractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 contractor 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, 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 Contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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.



(Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Contractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the



Contractor, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 contractor'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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Contractor or Contractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Contractor or lower tier Contractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a Contractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 contractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.



10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required



or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or contractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Contractor or contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Contractor or lower tier contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each contractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 if the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.



Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds \$10,000, the value of the quantity acquired by the preceding fiscal year exceeds \$10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The \$10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made “indirectly” by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Contractor shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, “the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.” The Contractor shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

The Contractor acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, the Contractor shall promptly return to Grantee any and all funds that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Contractor shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Contractor must comply



with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Contractor agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

46. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

47. PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;



procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:



(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

END