



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST CENTURY"

Sewerage & Water Board OF NEW ORLEANS

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NEW ORLEANS, LA 70165 • 504-529-2837 OR 52-WATER
www.swbno.org

Addendum No. 5

Date: 01/05/2024

Your reference is directed to **Contract Number:** 2023-SWB-97 (Contract 1420) for WPC Phase 1 Equipment Installation which is scheduled to open at 11:30 a.m. CST on February 1, 2024 for SWBNO Civil Engineering Department.

This addendum provides for the following:

1. Volume 2, Section 01 33 00, Submittal Procedures, Paragraph 1.03.B.4; REMOVE paragraph in its entirety
2. Volume 2, Section 01 33 00, Submittal Procedures, Supplement 1 Submittal Register, Paragraph 1.03.B.4; REMOVE paragraph in its entirety.
3. Volume 2, Section 05 00 10, Structural Summary of Work, Paragraph 1.01.B, ADD the following.
 - a. Demolish existing concrete infrastructure in the former Transformer Cage area.
 - b. Remove existing 25Hz switchgear and deliver to CWPELS.
 - c. Install new electrical vault as shown on Contract Drawings.
 - d. Construct new switchgear slab as shown on Contract Drawings.
 - e. Set and install new SSYRD switchgear.
 - f. Procure and install handrails and ancillary items associated with the SSYRD switchgear equipment.
4. Volume 2, Section 26 00 10, Electrical Summary of Work, Paragraph 1.01.c; ADD the following
 - a. Site lighting and equipment lighting, as shown on the Contract Drawings
5. This addendum includes the following Attachments:
 - a. Attachment – 1420 Bidder Questions V1
 - i. See Pages 2-4
 - b. Attachment – Construction Contract Consent to FEMA federally required clauses.pdf (To be Signed at Execution)
 - i. See Pages 5-14

C1420 - WPC Phase 1 Equipment Installation and Commissioning

Questions and Responses during Bidding

Response Version 0 dated December 20, 2023 included in Addendum 4: [Questions 1 - 7]

Response Version 1 dated January 02, 2024 included in Addendum 5: [Questions 8 - 20]

BIDDER QUESTION 1: (Referring to the Vol 3 drawings) - The Prints have a standard 1/4" = 1' Scale which makes them difficult to navigate. Can we get prints with a smaller (like 1/8" scale or smaller) to make it easier to navigate through the plans?

RESPONSE 1: The Volume 3 design drawings will not be reproduced at a different scale. A Navisworks model of the project site is provided for bidder use.

BIDDER QUESTION 2: Can we have more time to submit a bid?

RESPONSE 2: Bid deadline has been extended to February 1, 2024

BIDDER QUESTION 3: (Referring to the "Unit Price Form" in the "Official Bid Document") - Can we get a detailed scope of work for each unit price item (all 40)?

RESPONSE 3: Please refer to the following key specification sections that identify the project scope of work:

01 11 01 Project Summary of Work

01 91 14 Equipment Testing, Commissioning, and Facility Startup

05 00 10 Structural Summary of Work

26 00 10 Electrical Summary of Work

26 05 10 Cable Management

40 90 10 Instrumentation and Control Summary of Work

48 00 10 Mechanical Summary of Work

BIDDER QUESTION 4: During the prebid, it was mentioned that a Navisworks model exists of the project. Can you please share the file?

RESPONSE 4: Yes, the model was included in Addendum 3.

BIDDER QUESTION 5: Is there an excel file with the cable and conduit schedule (from Contract 1435)?

RESPONSE 5: Yes, the file was included in Addendum 3.

BIDDER QUESTION 6: What is the budget of the project?

RESPONSE 6: \$32.5M

BIDDER QUESTION 7: Can we have more time to submit RFI's?

RESPONSE 7: Deadline for questions has been extended to January 9, 2024

BIDDER QUESTION 8: 012900 - 1.07 - Please confirm that items provided by the owner under separate contracts cannot be subject to being "rejected" or "unused" under this spec section?

RESPONSE 8: Confirmed

BIDDER QUESTION 9: 013113 - 1.11 - Does the owner really want DVD video format in lieu of a digital recording?

RESPONSE 9: Digital recording is acceptable

BIDDER QUESTION 10: 013300 - 1.03 B 4 - is there any more information available about the Buy-American provisions of this contract?

RESPONSE 10: Buy-American provisions do not apply to this contract. Remove Paragraph 1.03.B.4 from Section 01 33 00. Also remove Paragraph 1.03.B.4 from Section 01 33 00 Submittal Register.

BIDDER QUESTION 11: 013300 - Submittal register shows extensive amounts of submittal item that should be provided by equipment providers that are not included in contract 1420. Who is the "Supplier"? Various spec sections mention the "supplier", is that meant to be the equipment supplier from separate contracts (not contract 1420)?

RESPONSE 11: Submittals apply to equipment and/or materials purchased as part of Contract 1420. Submittals for equipment provided by the Owner are provided via those contracts and not applicable to Contract 1420.

BIDDER QUESTION 12: 016100 - 1.01 G - Please confirm that "supplier", as defined in this section of the spec, refers to the suppliers of cable, wire, equipment, etc. from other SWB contracts

RESPONSE 12: This specification applies to any and all materials and equipment provided by the 1420 Contractor. OEM refers to the OEM of such materials and equipment.

BIDDER QUESTION 13: 019114 - 3.05 A - Is it feasible to validate all uses cases?

RESPONSE 13: Defining Use Cases is part of the 1420 Contract. Although not foreseen, it is anticipated that if a special Use Case is defined that cannot be validated, it would be so identified at the time of definition.

BIDDER QUESTION 14: 260000 - 3.14 A - How can we provide a bid price on input/output points for the electrical control system that are not shown and/or designed?

RESPONSE 14: All electrical control systems, more specifically designated as PDCS or Power Distribution Control System, inputs/outputs can be found in the Volume 4 reference drawings under C1417, C1427, and C1438. The C1417 and C1438 PDCS nodes are supplied by C1417 and C1438 with all PDCS input/outputs pre-wired. The C1427 PDCS nodes and inputs/outputs are supplied by C1420.

An additional allowance of 10% of all above defined inputs/outputs or 200 points, whichever is greater, shall be included with the C1420 scope. The allowance shall include all aspects of a fully commissioned input/output point, including but not limited to hardware, wiring, configuration, and documentation.

BIDDER QUESTION 15: 260010- 1.06 1 - How can we provide a bid price on removal or modification of potential hazardous materials that may or may not be present in existing equipment or wiring?

RESPONSE 15: As-bid intent is to provide only testing. Any required mitigation will be treated as a COR.

BIDDER QUESTION 16: 260010 - 3.01 B - Contractor could not know the extent of lead based paint on existing equipment or conduit. Is the intent to provide testing only for lead based paint?

RESPONSE 16: As-bid intent is to provide only testing. Any required mitigation will be treated as a COR.

BIDDER QUESTION 17: 260504 - Who is providing the Packaged Mechanical Equipment?

RESPONSE 17: This specification applies to any Packaged Mechanical Equipment provided by the 1420 Contractor such as (but not limited to) the Compressed Air System, the Fuel Oil Transfer Pumps system and the Fuel Oil Forwarding Pump system, and the Equipment Drains System.

BIDDER QUESTION 18: 264100 - What areas require lightning protection?

RESPONSE 18: All areas in the West Power Complex require lightning protection, generally including: WPCAUX, WPCCTG, WPCSF, and WPCYRD

BIDDER QUESTION 19: 283111 - other than SFC's provided by another contract, what areas need a FA system?

RESPONSE 19: All electrical enclosures come with a vendor provided FACP. The scope for this project is to provide the additional fire alarm devices and Alertus communication equipment listed in the specification and drawing package. Devices must be compatible with the vendor provided FACP.

BIDDER QUESTION 20: Are there isometric drawings available for the piping? (this would help with

RESPONSE 20: Piping isometric drawings are not available.

**CONSENT TO FEMA CONTRACT PROVISIONS for
CONTRACT _____
between THE SEWERAGE AND WATER BOARD OF NEW ORLEANS (“BOARD”)
AND
[NAME OF FIRM _____] (“CONTRACTOR”)**

WHEREAS, Contractor and Board are parties to Contract [NUMBER] (fully describe by date, etc.) (the “Contract”) ; and

WHEREAS, Contractor acknowledges that the Board anticipates reimbursement from FEMA funds for its payments under the Contract, and that in order to facilitate such reimbursement Contractor is willing to agree to all federal provisions required by GOHSEP and FEMA for reimbursement from FEMA funds;

NOW THEREFORE, Contractor executes this Consent to Attachment to add to the Contract, the following provisions:

Compliance with Federal Law, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Accordingly, the terms and conditions as set forth in the document attached hereto and incorporated herein by reference, which are added to the Contract. **IN THE EVENT THAT SUCH PROVISIONS ADDRESS THE SAME ISSUES AS ANY OTHER PROVISION OF THE AGREEMENT, THE ATTACHED PROVISIONS SHALL APPLY.**

DATE SIGNED

Name of Authorized Signer

Title of Authorized Signer

Tax I.D. Number

SPECIAL CONDITIONS FOR FEMA COMPLIANCE (10.7.2021)

The Consultant/Contractor (whether referred to by either term) is advised that this project is to be funded by FEMA. This is an acknowledgement that FEMA financial assistance will be used to fund all or any portion of the contract to which these Special Conditions are appended. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions are applicable to this Agreement.

TERMINATION FOR CAUSE. The Board and the Consultant/Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE. The Board shall have the right to terminate this Agreement without cause by giving the Consultant/Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the Board elects to terminate for convenience, the Board shall be obligated to pay the Consultant/Contractor only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST CONSULTANT'S DEFAULT. The Sewerage and Water Board of New Orleans retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any Consultant/Contractor breach or violation hereof.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS BACON ACT (applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.)

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of (29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT (not applicable to Public Assistance Grant Program, but otherwise applicable to all construction or repair work above \$2,000 where the Davis-Bacon Act also applies)

- a. Contractor. The contractor shall comply with 18 U.S.C. Section 874, 40 U.S.C. Section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. Section. 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics 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 forty 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 forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable – this requirement applies to “funding agreements” but DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, or other programs where FEMA awards do not meet the definition of “funding agreements”.) For any contract, grant, or cooperative agreement entered into between any Federal

agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, or other “funding agreement” under 37 C.F.R. sec. 401.2(a), where the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations.

CLEAN AIR ACT.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT.

The Contractor hereby recognizes the 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 (P.L. 94-163).

CLEAN WATER ACT.

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT. The Consultant/Contractor represents and warrants that

it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Sewerage and Water Board of New Orleans. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Sewerage and Water Board of New Orleans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall 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 shall 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 awarding agency.

PROCUREMENT OF RECOVERED MATERIALS.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
2. Meeting Contract performance requirements; or
3. At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, 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.

ACCESS TO RECORDS AND RETENTION OF RECORDS.

(1) The Consultant/Contractor shall grant and agrees to provide the Board, the City of New Orleans, the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and

records of the Consultant/Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Board and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(5) The Consultant/Contractor shall retain, and shall require any and all subcontractors to retain, all records pertaining in any respect to this contract, for five (5) years from the date of termination or other completion of this contract, or until such time as the State of Louisiana or the Board makes final payments and all other pending matters related to the Agreement are closed, whichever is later.

DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS. This is an acknowledgment that FEMA financial assistance will be used to fund this Contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION REGARDING
LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Consultant/Contractor certifies, to the best of his/her/its knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant/Contractor's Authorized Official Date

Name and Title of Consultant/Contractor's Authorized Official

The above revisions shall be incorporated in and take precedence over any conflicting part of the original proposal documents. This addendum is hereby officially made a part of the referenced proposal.

Receipt of this addendum shall be acknowledged by inserting its number and date in the space provided in the Form of Proposal.

This addendum consists of fifteen (15) pages.

*** END OF ADDENDUM ***