



**ADDENDUM NUMBER ONE**

February 1, 2010

**REQUEST FOR PROPOSALS 10-120-01-02  
COMPREHENSIVE PROGRAM MANAGEMENT SERVICES FOR ASSET MANAGEMNT,  
MODERNIZATION AND DEVELOPMENT**

THE FOLLOWING ADDENDUM IS BEING ISSUED TO INCORPORATE THE FOLLOWING IN THE REFERENCED REQUEST FOR PROPOSALS

**ITEM #1 SUPPLEMENTAL CONDITIONS**

Add the following as a supplemental condition:

**AMERICAN RECOVERY AND REINVESTMENT ACT**

The Contractor acknowledges to and for the benefit of the Housing Authority of New Orleans ("Public Housing Agency") and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as "Buy American." The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American Requirement") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the PHA and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the PHA or HUD.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the PHA to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the PHA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

**Proposals must be received by the Housing Authority of New Orleans (HANO) in the Office of Contracts and Compliance by 2:00 p.m., local time on Thursday, February 4, 2010.**

All terms and conditions shall remain as stated in the original Request for Proposals. **All addenda must be acknowledged.**

**END OF ADDENDUM NUMBER ONE**