



JULY 29, 2009

TO ALL PLANHOLDERS

**SUBJECT: NORTH DAVIDSON BOD FACILITY – MAINTENANCE BUILDING RENOVATION
ADDENDA #6**

Plan Holders and Prospective Bidders:

Transmitted herewith is Addenda Number 6 to the subject Contract.

Please note that the bid opening is scheduled for Tuesday, August 4, 2009 at 2:00pm (ET) to be held in Room 270/271 of the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, NC 28202.

These addenda are valid amendments to the requirements of this project, and as noted supersede the appropriate portion of the project plans and Bid Documents.

The following information conveys requirements placed upon the Project Work and the Contractor as a consequence of project funding provided through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA").

ARRA SUPPLEMENT

Work performed under this Contract will be funded, in whole or in part, with funds appropriated through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery



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Act” or “ARRA”). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs.

The following supplemental terms and conditions will apply to the work performed under this project. In the event of conflict between the other terms and conditions of the bid documents and this ARRA Supplement, the terms and conditions of this ARRA Supplement shall govern.

The Contractor shall cooperate with the City with respect to the City’s reporting requirements under Section 1512 of the Recovery Act, as such requirements may be amended or clarified by law or regulation, by providing any information requested by the City or by other authorized federal or State authorities related to such reporting requirements.

Be advised that special provisions may apply to projects funded by ARRA relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the InspectorGeneral.

Wage Rates

Pursuant to Section 1606 of the Recovery Act, Contractor agrees that all laborers and mechanics, including its subcontractors, working on the project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The current minimum federal wage rates were provided in Addenda #1 of the bid documents. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 of the United States Code. See 2 CFR §§176.80 et seq. See also <http://www.dol.gov/esa/whd/contracts/dbra.htm> (re Davis Bacon).

Availability and Use of Funds

Contractor understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the ARRA.

Publication

Contractor agrees that information about this Contract will be published on the Internet, including the City’s website, and the federal website, www.recovery.gov, which is maintained by the Federal Recovery Accountability and Transparency Board (the “FRATB”). The FRATB may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5 of the United States Code.

Registration Requirements

Contractor agrees to maintain a current registration in the federal Central Contractor Registration ("CCR") database (<http://www.ccr.gov>) and provide the City with its CCR registration number and legal name as entered into CCR. If the Contractor is not currently registered, it must do so by October 1, 2009. In order to register in CCR, a valid Data Universal Numbering ("DUNS") number is required. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B).

Whistleblower Protections Under ARRA

Contractor and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Contractor agrees to post notice of the rights and remedies as required by ARRA and to include the Whistleblower Protections in all its subcontracts.

Accounts, Records, and Inspection

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Contract. Contractor will permit the City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of North Carolina or any federal agency having an interest in the subject matter of this Contract shall have the same rights conferred upon the City by this Section.

Contractor further agrees to abide by the inspection requirements of ARRA and make available to any representative of an appropriate inspector general appointed under the Inspector General Act of 1975 or the U.S. Comptroller General, any records involving transactions relating to this

Contract. Contractor also agrees that its officers and employees may be interviewed by the Office of Inspector General representative or the U.S. Comptroller General.

Contractor further agrees to require the inclusion of the above provisions in all its subcontracts at any tier.

Separate Tracking and Records

Contractor agrees to maintain separate and distinct accounts, records, and documents that adequately identify the source and application of ARRA funds and must track accounting and reporting transactions accordingly.

Contractor further agrees to require the inclusion of the above provisions in all its subcontracts at any tier.

Posting with Employment Security Commission (ESC)

Contractor agrees to post with the local ESC all positions for which he intends to hire workers as a result of the ARRA contract. Labor and semiskilled positions shall be posted for at least 48 hours before the hiring decision and all other positions shall be posted for a minimum of five (5) days before the hiring decision.

Reporting Requirements

Pursuant to Section 1512 of ARRA, the Contractor shall provide quarterly reports to the City on financial and programmatic progress of the project. Information from these reports will be made available to the public. No direct payment will be made for providing said reports as the cost shall be included in the various items in the Contract.

Contractor agrees to report the following programmatic information:

- status of the project or activity—what has been accomplished during the reporting period
- an estimate of the number and types of jobs created or retained by the project or activity.
If Contractor used subcontractors and/or vendors in the project, include jobs created or retained by its subcontractors and/or vendors.
- the impact, if any, on its workforce.

Contractor further agrees to provide the City with additional financial and programmatic information as required by the Federal Government due to amendments or clarifications by law or regulation.

ARRA Signage

Contractor agrees to post all required ARRA signage on project site.

Additional project information, response to issues raised during the Pre-Bid Meeting, response to additional interrogatories from prospective bidders and any additional requirements placed on this project and the Contractor will be formally addressed by means of Addenda to the Bid Advertisement, which will be posted on the North Carolina “Interactive Purchasing System”

website (<https://www.ips.state.nc.us/ips/pubmain.asp>). These Addenda will be the only official source of additional information following the initial Bid Advertisement. If you should have any questions concerning the bid process, the Bid Documents or requirements, those questions should be addressed to Edward Pullan, CATS Procurement Officer, 600 E. Fourth Street, 9th floor, Charlotte, NC 28202, telephone: (704)-432-1052, e-mail: epullan@ci.charlotte.nc.us.

Please also acknowledge receipt of this Addenda by inserting its number and date in the spaces provided therefor in the Bid Form. Failure to do so may subject Bidder to disqualification.

CHARLOTTE AREA TRANSIT SYSTEM

Edward Pullan

Edward Pullan, Procurement Officer
Procurement and Contracts
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