

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**ADDENDUM NO. 1**  
**Contract No. 1522**  
**Engine Company 16**

**GENERAL CONDITIONS FOR PROJECTS FINANCED WITH  
THE AMERICAN RECOVERY REINVESTMENT ACT OF 2009 FUNDS**

**1. Applicability**

These General Conditions are based upon the American Recovery and Reinvestment Act of 2009 the ("ARRA"), Public Law No. 111-5. These General Conditions apply to all bids, contracts, subcontracts and solicitations for offers for Projects financed with ARRA funds. The requirements set forth in these General Conditions shall not relieve the Contractor of its responsibility to comply with the other requirements or provisions set forth in the Contract Documents.

**2. Reporting Requirements**

Section 1512 of the ARRA imposes reporting requirements for any Project financed with ARRA funds. The Contractor shall submit a report, on a bi-weekly basis, evidencing the number of jobs created and retained under the Construction Contract from the Contractor's and Subcontractor's workforce. The Commission may require the Contractor to register with the Central Contractor Registration database or complete other registration requirements as required by the United States Office of Management and Budget ("OMB"). The Contractor shall not receive additional compensation for preparing and providing any reports required under Section 1512 or any other provision of the ARRA.

**3. Buy-American Iron and Steel Provisions**

a. The Buy American provision in Section 1605 of the ARRA and 2 CFR 176.60 – 176.80 requires that all "iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a public building or public work funded in whole or in part by funds made available under the ARRA be produced in the United States," unless this requirement is waived by the appropriate federal agency.

b. Iron and steel are "produced in the United States" if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be "produced in the United States." Manufactured goods are "produced in the United States" if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).

c. The Buy American requirements may only be waived by the applicable federal agencies in the following circumstances only: (1) application of the Buy American requirements would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more that 25 percent. The Contractor shall cooperate with the Commission and submit all necessary supporting documents required under the ARRA and by the federal agencies if a waiver of the Buy American requirements is requested.

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d. As used in this Section, "steel" means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. "Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. "Public building or public work" means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions.

All Bidders and Contractors certify that they shall comply with the Buy American requirements of the ARRA and shall execute the Bid Certification and Contractor Acknowledgment Forms attached hereto as Exhibits 1 and 2.

**4. U.S. Comptroller Provision**

The Contractor acknowledges and understands that pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the following authority:

- a. to examine any contracts, documents or records of the Contractor or any of its Subcontractors, that directly pertain to Projects financed with ARRA funds; and
- b. to interview any officer or employee of the Contractor or any of its Subcontractors regarding Projects financed with ARRA funds.

**5. Authority of the Inspector General**

The Contractor acknowledges and understands that pursuant to Section 1514 (a) of the ARRA, representatives of the Inspector General have authority to examine any contracts, documents or record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on Projects financed with ARRA funds.

**6. Whistleblower Protection**

Contractor agrees that both it and its Subcontractors, shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors of ARRA funds, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of the following:

- a. gross mismanagement of a contract or grant relating to ARRA funds;
- b. a gross waste of ARRA funds;

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

The Contractor agrees that it and its Subcontractors shall post a notice of the right and remedies available to employees under Section 1553 of the ARRA. The notices are available at [www.recovery.gov](http://www.recovery.gov). Examples of the notices are attached as Exhibits 3 and 4.

**7. Davis-Bacon and Copeland Anti-Kickback Acts**

In accordance with Section 1606 of the ARRA and 2 CFR 176.190, all laborers and mechanics employed by Contractors and Subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA 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. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in the Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. app.) and section 3145 of title 40, United States Code. The prevailing wages can be obtained at [www.wdol.gov](http://www.wdol.gov). The Contractor certifies that it any Subcontractors shall comply with all requirements of the Davis-Bacon Act, specifically including, but not limited to, the provisions set forth in 29 CFR 5.5 which are set forth in Exhibit 5.

The Contractor certifies that it any Subcontractors shall comply with the Copeland “Anti-Kickback” Act, 18 USC 847, and its related regulation at 29 CFR 3, which are incorporated herein by reference, and prohibits intimidating, forcing or otherwise inducing any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

**8. Segregation of Funds**

The Contractor must segregate the payments, obligations and expenditures relating to funding under the ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the ARRA shall be commingled with other funds or used for a purpose other than that of making payment of costs allowable for ARRA Projects.

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**9. False Claims Act**

The Contractor agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, vendor or supplier has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**10. Anti-Discrimination and Equal Opportunity**

In accordance with sections 1.6 and 1.7 of the guidance memorandum issued by the OMB on April 3, 2009, the Contractor shall distribute ARRA funds in accordance with all antidiscrimination, civil rights and equal opportunity laws including (but not limited to) the following: Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d) which prohibits discrimination on the basis of race, color, or nation origin in programs and activities receiving federal financial assistance; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1688), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 et seq.; Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000e et seq.), relating to employment rights and preventing employment discrimination, the Equal Educational Opportunities Act, (20 U.S.C. § 1703), prohibiting denial of an equal educational opportunity to an individual on account of his race, color, sex or national origin; the Age Discrimination in Employment Act, (29 U.S.C. § 621 et. seq.), prohibiting age discrimination against persons 40 years of age or older; and the Uniform Relocation Act, (42 U.S.C.A. § 4601 et seq.), establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs.

**11. National Environmental Policy Act and National Historic Preservation Act**

In accordance with section 1.7 of the guidance memorandum issued by the OMB on April 3, 2009, the Contractor acknowledges that Projects financed with ARRA funds projects may be required to comply with the National Environmental Policy Act and the National Historic Preservation Act, and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

**12. Green Purchasing and Sustainability**

The Contractor and its Subcontractors acknowledge that this Project must adhere to and comply with all applicable provisions concerning sustainability and energy conservation practices set forth in *Guiding Principles for Sustainable New Construction and Major Renovation* as required in Executive Order

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13423. To the maximum extent practicable, the Contractor shall purchase green products, which shall include recycled content products, environmentally preferable products, alternative fuels, hybrid and alternative fuel vehicles and non-ozone depleting substances.

**13. ARRA Logo**

Any Project financed with ARRA funds should display the ARRA Logo in a manner that informs the public that the Project is an ARRA investment. The ARRA Logo may be obtained at the following website: <http://www.recovery.gov/News/mediakit/Pages/Download.aspx>.

**14. Prohibition on Use of Funds**

Pursuant to Section 1604 of the ARRA, the Contractor agrees not to undertake or make progress toward any activity using ARRA funds that will lead to the development of casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or any other activity specifically prohibited by the ARRA.

**15. Conflicting Requirement**

Bidder/Contractor agrees that to the extent these General Condition or any other requirements set forth in the ARRA conflict with the laws of the State of Illinois, these General Conditions and the ARRA requirements shall control.

**16. Subcontractor Requirements**

The Contractors agrees that it shall include these General Conditions setting forth ARRA requirements in any Subcontractor contracts and acknowledges and understands that the Commission may hold it responsible for any damages or liabilities in incurs as a result of the Subcontractor's failure to comply with these General Conditions.

**17. Non-Compliance**

The Contractor's failure to comply with these General Conditions or its failure to comply with the applicable federal, state and local requirements governing the use of ARRA funds constitutes a material breach of contract and the Commission shall exercise all remedies available to it under all applicable federal, state and local laws.

**18. Severability**

If any section, subsection, paragraph, clause, provision or application of these General Conditions is held invalid by any court, the invalidity of such section, subsection, paragraph, clause or provision will not affect any of the remaining provisions thereof.

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**BUY AMERICAN BID CERTIFICATION (ARRA PROJECTS)**

**EXHIBIT 1**

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of Commission's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every construction material contained in the bid solicitation where such American-made construction materials are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all construction materials contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Commission of the U.S. production of each construction material so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any construction material or construction materials that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable.
  - a. Identification of and citations to a categorical waiver published by the Department of Homeland Security, or applicable federal agency, in the Federal Register that is applicable to such construction material or construction materials, and an analysis that supports its applicability to the construction material or construction materials;
  - b. Verifiable documentation sufficient to the Commission as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made construction material but has determined that such construction materials are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such construction material or construction materials that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made construction material or construction materials, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such construction material or construction materials. The Bidder further agrees that, if this bid is accepted, it will assist the Commission in amending, supplementing, or further supporting such information as required by the Commission to request

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and, as applicable, implement the terms of a waiver with respect to any such construction material or construction materials.

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF BIDDER OR CONTRACTOR

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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DATE

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BUY AMERICAN CONTRACTOR ACKNOWLEDGMENT (ARRA PROJECTS)**

**EXHIBIT 2**

The Contractor acknowledges to and for the benefit of the Commission that it understands that the goods and services under this Agreement are being financed with American Recovery and Reinvestment Act of 2009 (ARRA) funds and that the ARRA contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the Project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to the construction contract. The Contractor hereby represents and warrants to and for the benefit of the Commission that:

- (a) the Contractor has reviewed and understands the Buy American Requirements;
- (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 Requirements, unless a waiver of the requirements 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 a waiver of the Buy American Requirements, as may be requested by the Commission.

Notwithstanding any other provision of this Agreement, any failure to comply with the Buy American requirements of the ARRA by the Contractor shall permit the Commission to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Commission resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part).

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR  
SUBCONTRACTOR

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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DATE