

**PROJECT NOTIFICATION FORM – ADDITIONAL PROJECT  
FOR ADDITION OF ENGINE COMPANY 16 AS ADDITIONAL PROJECT  
UNDER THAT CERTAIN MASTER INTERGOVERNMENTAL AGREEMENT  
DATED MAY 1, 2008 BETWEEN THE CITY OF CHICAGO  
AND THE PUBLIC BUILDING COMMISSION OF CHICAGO  
(NEW FIRE ENGINE STATIONS)**

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the above-referenced Master Agreement. With respect to the Additional Project described in **Exhibits A-2 and B-2** attached hereto, said exhibits are hereby added to the Master Agreement pursuant to the provisions thereof, including but not limited to Section 2.1.2 thereof, all as of this 2<sup>ND</sup> day of AUGUST, 2010.

**EXHIBIT A-2  
PROJECT NOTIFICATION FORM  
ADDITIONAL PROJECT**

**TERM SHEET**

Address of Project: 3901 South Wabash Avenue, Chicago, Illinois 60653

PIN: 20-03-101-002  
20-03-101-006 and 007 (f/k/a 20-03-101-001)

Legal Description of Project: See Exhibit A-2(a) attached

Description of Project: Construction of the Engine Company 16 fire station

Authorized DGS Representative: JUDY D. MARTINEZ, COMMISSIONER

Authorized Fire Department Representative: Jean Roberts

Authority:

Ordinance adopted by the City Council of the City (the "City") on March 10, 2010 and published in the Journal of Proceedings of the City Council of the City of Chicago, Illinois (the "Journal") for said date at pages 86483 through 86490 appropriating a Firefighters Station Construction Grant (FSCG) from the Federal Emergency Management Agency (FEMA)/United States Department of Homeland Security (DHS) in the amount of \$4,800,000 pursuant to the American Recovery and Reinvestment Act (ARRA)

Ordinance adopted by the City Council on September 9, 2009 and published in the Journal for said date at pages 69281 through 69296 authorizing the issuance of the City of Chicago Sales Tax Revenue Refunding Bonds, Taxable Series 2009B

Ordinances adopted by the City Council on November 4, 1998 and published in the Journal for said date at pages 80644 through 80777 (as amended pursuant to ordinances adopted on July 29, 2003 and published in the Journal for said date at pages 4991 through 5009 and March 7, 2005 and published in the Journal for said date at pages 63450 through 63460): (1) approving and adopting a redevelopment plan for the Bronzeville Redevelopment Project Area (the "Bronzeville Redevelopment Area") of the City; (2) designating the Bronzeville Redevelopment Area as a "redevelopment project area" pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/1-74.4-1 *et seq.*, as amended from time to time (the "TIF Act"); and (3) adopting tax increment allocation financing for the Bronzeville Redevelopment Area

Ordinances adopted by the City Council on March 27, 2002 and published in the Journal for said date at pages 81232 through 81472: (1) approving and adopted a redevelopment plan for the 47<sup>th</sup> and King Drive Redevelopment Project Area (the "47<sup>th</sup>/King Redevelopment Area") of the City; (2) designating the 47<sup>th</sup>/King Redevelopment Area as a "redevelopment project area" pursuant to

the TIF Act; and (3) adopting tax increment allocation financing for the 47<sup>th</sup>/King Redevelopment Area

Ordinance adopted by the City Council of the City (the "City") on May 12, 2010 and published in the Journal for said date at pages 89596 through 89600 authorizing the use of Bronzeville Redevelopment Area incremental taxes (which may include 47<sup>th</sup>/King Redevelopment Area incremental taxes) to pay a portion of the costs of the construction of the Engine Company 16 fire station

Source(s) of Funds:

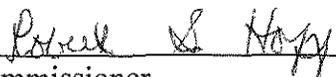
FEMA/DHS ARRA-FSCG	\$ 4,800,000
Sales Tax Revenue Refunding Bonds, Taxable Series 2009B	\$ 1,000,000
Bronzeville increment taxes for public improvements	\$11,200,000*
TOTAL	\$17,000,000

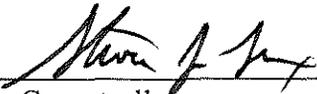
\*may include 47<sup>th</sup>/King incremental taxes in an estimated amount of \$2,500,000

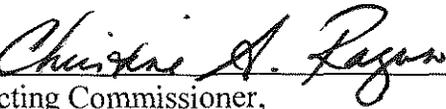
Maximum Amount of Funds: \$17,000,000

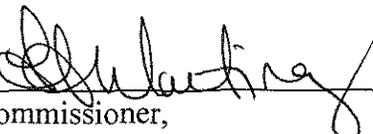
Special Conditions: See Exhibit A-2(b) attached

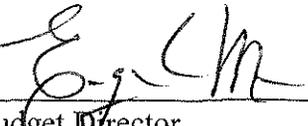
**CITY OF CHICAGO**

By:   
Fire Commissioner

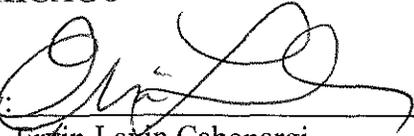
By:   
City Comptroller

By:   
Acting Commissioner,  
Department of Community Development

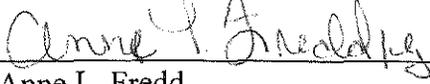
By:   
Commissioner,  
Department of General Services

By:   
Budget Director

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By:   
Ervin Lavin Cabonargi,  
Executive Director

**Approved as to form and legality:**

Neal & Leroy, LLC  
By:   
Anne L. Fredd

**EXHIBIT A-2(a),**

**Fire Engine 16  
3901 W. Wabash Avenue, Chicago, Illinois**

**Legal Description**

Lots 1, 2, 3, 4, 5, 6, 7 and 8 together with all of the vacated 16 foot alley lying North of and adjoining said Lot 7 and lying South of and adjoining said Lots 1, 2, 3, 4, 5 and 6, all in Henry R. Bond's Subdivision of Lots 1 to 6 and 21 to 24 inclusive in Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, in Cook County, Illinois.

Lots 16, 17, 18, 19 and 20 together with all of the vacated alley lying North and adjoining said Lot 20, all in the Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 1, 2, 3, 4, 5, and 6 and Lots 7, 8, 9, 10, 11 and 12 together with all of vacated East 39t'h Place, 20 feet wide, lying South of and adjoining said Lots 1, 2, 3, 4, 5 and 6 and lying North of and adjoining said Lots 1, 2, 3, 4, 5 and 6 and lying North of and adjoining said Lots 7, 8, 9, 10, 11, and 12, all in the Subdivision of Lots 13, 14 and 15 in Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

All of the vacated portion of the 20 foot alley lying West of and adjoining Lots 9, 10, 11 and 12 (except the North 18 feet of said Lot 9) in the Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range-14, East of the Third Principal Meridian, in Cook County, Illinois.

Pin No.: 20-03-101-002  
20-03-101-006 and -007 (f/k/a 20-03-101-001)

## Exhibit A-2(b), Special Conditions

All references herein to the "Agreement" shall mean the Master Agreement but only with respect to the Engine Company 16 Additional Project. All references herein to the "Grant Agreement" shall mean the agreement between the City and FEMA/DHS regarding the ARRA-FSCG attached hereto.

### 1. Compliance with all laws

Commission agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders now and hereinafter in effect. Commission further understands, agrees, and acknowledges that some or all of the work under the Contract will be funded with federal funding provided pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") and that therefore Commission must comply with the Recovery Act. Commission agrees to perform any obligations that may be required by the Recovery Act or regulations promulgated thereunder. Commission also certifies that it will comply with the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); all mandatory standards and policies relating to energy efficiency that are contained in the Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 2. Reporting Expenditures and Access to Records.

2.1. Commission understands and agrees that all Recovery Act Representatives (as such term is defined below) are authorized: (1) to examine any records of the Commission or any of its Subcontractors that directly pertain to, and involve transactions relating to, this Contract or any subcontract; and (2) to interview any officer or employee of the Commission or any of its Subcontractors regarding such transaction. As used herein, the term "Recovery Act Representatives" means the Comptroller General and any of his representatives, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) or any other official authorized with such powers under the Recovery Act.

2.2. Commission understands and agrees that, due to a portion of this Contract being funded by the Recovery Act, the City has certain reporting obligations under the Recovery Act,

including, without limitation, under Section 2, Division A., Title XII, Section 1201 and Title XV, Section 1512 of the Recovery Act. In order that the City may fulfill its reporting obligations under the Recovery Act, to the maximum extent possible, Commission agrees to, and agrees to require all of its Subcontractors to, respond promptly to all information requests by the City in the manner and on the timeframe that the City requests. Such information may include that relating to the number of jobs created, directly or indirectly.

- 2.3. Commission agrees to register with the Central Contractor Registration database or complete other registration requirements as determined by the Director of the Office of Management and Budget, each as may be required by Section 2, Division A., Title XV, Section 1512(h) of the Recovery Act.

### **3. Wage Rate Requirements.**

All laborers and mechanics employed by Commission on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to the Recovery Act, regardless of location, 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 specific in section 1606 of the American Recovery and Reinvestment Act of 2009, 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 1345 of title 40 United States Code.

### **4. Employ American Workers.**

Commission understands and agrees that, if it is receiving any funding under Title I of the Emergency Economic Stabilization Act of 2008 (Public Law 110-343) or Section 13 of the Federal Reserve Act (12 U.S.C. 342 et. seq.), it shall not hire any nonimmigrant described in Section 101(a)(15)(h)(i)(b) of the Immigration and Nationality Act unless it is in compliance with the requirements for an H-1B dependent employer (as defined by the Immigration and Nationality Act), as required by Section 2, Division A., Title XVI, Section 1611 of the Recovery Act.

### **5. Buy American**

- 5.1. Commission agrees that all of the iron, steel and manufactured goods used in the portion of the project funded by Recovery Act funds shall be produced in the United States, unless Commission has met one of the exceptions listed in the "Buy American" provisions set forth in Section 2, Division A., Title XVI, Section 1605 of the Recovery Act.
- 5.2. Commission agrees to, and agrees to require all of its Subcontractors to, submit any certification or other documentation relating to the "Buy American" provisions that the City or applicable federal agency deems necessary.

**6. Homeland Security.**

Commission agrees that, if it is receiving any funding appropriated or otherwise available to the Department of Homeland Security, such funds shall not be used to purchase any textiles or clothing items that do not meet the requirements of Section 2, Division A., Title VI, Section 604 of the Recovery Act.

**7. Whistleblower Protections.**

(a) The Commission shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the Recovery Act.

(b) The Commission shall include the substance of this clause including this paragraph (b) in all subcontracts.

**8. Access to, and Retention of, Certain Records.**

Commission shall, upon request, grant access by the City, DHS, the Comptroller General and the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Commission which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Commission must maintain all such books, documents, papers, and records for a period of three years after City makes final payment and all other pending matters are closed.

**9. Reporting Requirements.**

Commission acknowledges that, if applicable, it will comply with any and all reporting requirements under DHS regulations, including any requirements arising out of Title 28 CFR Part 66 and OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97); OMB circular A-87, State and Local governments (05/04/95, amended 08/29/97); OMB Circular A-133, States, Local governments, and Non-Profit Organizations (06/24/97, includes revisions published in the Federal Register 06/27/03).

**10. Intellectual Property.**

**A. Inventions and Patents**

**1. Reporting Procedure for Inventions**

If any project under this Agreement produces any invention or discovery (Invention) including, without limitation, processes and business methods, the Commission shall promptly report the Invention to the City.

**2. Allocation of Patent Rights**

Unless otherwise provided, DHS shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered. The determination shall be consistent with the Federal Acquisition Regulations System (System), which is based on 35 U.S.C. §§ 200 et seq.; 37 CFR Part 401; Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, as amended by Executive Order 12618, 12/22/87, 52 FR 48661. Commission hereby agrees to be bound by the System, and will contractually require its personnel to be bound by the System.

#### B. Copyright

Pursuant to 28 CFR 66.34 and 37 C.F.R. Part 401, DHS shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- (a) The copyright in any work developed under this Agreement; and
- (b) Any rights of copyright to which Contactor purchases ownership with grant support.

#### C. Rights to Data

DHS and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement, pursuant to 28 CFR 66.36(i), 48 CFR 27.401 and 48 USC 27.404(a).

If any project produced under this Agreement contains data not first produced under this Agreement, or data published with the notice of 17 U.S.C. Section 401 or 402, FWHA shall have limited rights to such data pursuant to 48 CFR 27.404 (f) (2).

### 11. Debarment.

In accordance with 28 CFR 66.35, Commission certifies that neither it nor its Subcontractors are presently debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. As required by Executive Order 12549 and the implementing regulations at 28 CFR 67 and by 28 CFR 66.35, Commission certifies that it and its principals Commission certifies that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by an Federal department or agency;

- (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation

of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (ii) above of this certification; and

(d) have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

If the Commission is unable to certify to any of the statements in this section, Commission must attach an explanation. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction.

**12. No Federal Obligations.**

Commission acknowledges that, unless the federal government expressly consents in writing, the federal government will not be subject to any obligations or liabilities arising out of this Agreement. Notwithstanding any concurrence provided by federal government in or approval of any solicitation, agreement, or contract, the federal government continues to have no obligations or liabilities to any party, including Commission.

**13. Compliance with Terms of Grant.**

Notwithstanding anything in this Agreement to the contrary, Commission is subject to and must conform with all of the terms and conditions of the Grant Agreement as required by the Grant Agreement, which is attached as part of this Exhibit to this Agreement and incorporated by reference as if fully set forth here. In the event of any conflict or inconsistency between the terms set forth in this Agreement and the terms set forth in the Grant Agreement, the terms and provisions in the Grant Agreement take precedence over the terms and provisions in this Agreement, except to the extent that this Agreement contains provisions more favorable to the City, or federal government or onerous to Commission. Commission must not by action or omission cause the City to be in breach of the Grant Agreement.

**14. Restrictions on Lobbying.**

Commission certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of Commission, 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.

(b) In addition, no part of federal appropriated funds will be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the federal appropriated funds will be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

(c) 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 undersigned must complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

(d) Commission must 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 must 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 31U.S.C. 1352.

**15. Drug Free Workplace.**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67, Sections 67.615 and 67.620, Commission must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries. Commission must further maintain a drug free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988 (Pub. L. 100-690 and 28 C.F.R. Part 67, Subpart F) and must implement specific policies and guidelines as may be adopted by the City. In addition, Commission must execute certifications pursuant to the Drug Free Workplace Act of 1988, as may be requested by the City.

**16. Subcontractors.**

Commission shall require all subcontractors to comply with the obligations of this Exhibit by incorporating the terms herein into all subcontracts.

Attachment – ARRA-FSCG Grant Agreement  
(see attached)

A-2(b)-7

EC-16



FEMA

Ms. Jean Roberts  
Chicago Fire Department  
10 West 35th Street  
Chicago, Illinois 60616-3717

Re Grant No. EMW-2009-FC-05246R

Dear Ms. Roberts:

On behalf of the Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the American Recovery and Reinvestment Act Assistance to Firefighters Station Construction Grants (ARRA-SCG) has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to \$4,800,000.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning", is written over the "Sincerely," line.

Timothy W. Manning  
Deputy Administrator  
National Preparedness Directorate

Agreement Articles



**FEMA**

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**

**AMERICAN RECOVERY AND REINVESTMENT ACT ASSISTANCE TO FIREFIGHTERS STATION CONSTRUCTION  
GRANTS - Firefighter Safety or Community Safety**

**GRANTEE:** Chicago Fire Department

**PROGRAM:** Firefighter Safety or Community Safety

**AGREEMENT NUMBER:** EMW-2009-FC-05246R

**AMENDMENT NUMBER:**

**TABLE OF CONTENTS**

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	Other Reporting
Article X	FEMA Officials
Article XI	Additional Requirements

**Article I - Project Description**

The purpose of the ARRA-SCG is to build new or modify existing fire stations in order for departments to enhance their response capability and protect the community they serve from fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

**Article II - Grantee Concurrence**

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the ARRA-SCG in accordance with these Articles of Agreement and the program guidelines provided in the ARRA-SCG Guidance and

Application Kit All documents submitted as part of the application are made a part of this agreement by reference

### Article III - Period of Performance

The period of performance shall be from **25-SEP-09 to 24-SEP-12**.

### Article IV - Amount Awarded

The amount of the award is detailed on the Obliging Document for Award attached to these articles. Following are the budgeted estimates for each object classes of this grant:

Administrative Expenses and Legal Expenses	\$0.00
Relocation Expenses and Payments	\$0.00
Architectural and Engineering Fees	\$0.00
Construction	\$4,800,000.00
Demolition and Removal	\$0.00
Equipment	\$0.00
Land Development	\$0.00
Land Structures, Rights-of-way, Appraisals, etc.	\$0.00
Other Architectural and Engineering Fees	\$0.00
Preliminary Expenses	\$0.00
Project Inspection Fees	\$0.00
Site Work	\$0.00
Project (Program) Income	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$4,800,000.00</b>

### NEGOTIATION COMMENTS IF APPLICABLE

null

### Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

#### A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

#### B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

#### C. Audit Requirements

## 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

### Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

### Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the ARRA-SCG guidance and application kit.

### Article VIII - Financial Reporting

The grantee must complete an on-line, semiannual financial status report to meet FEMA requirements. Semiannual financial reports are due within 30 days of the end of every six month period for the life of the grant. At the end of the performance period, or upon completion of the grantee's final program narrative, the grantee must complete an on-line final financial status report that is required to close out the grant. If a grantee's performance period is extended beyond the initial 12-month period, a financial report is due every six month increment until closeout.

### Article IX - Other Reporting

#### Additional ARRA Reporting and Compliance Requirements

The ARRA-SCG must comply with additional reporting and compliance requirements as dictated in the ARRA language and additional OMB Guidance.

**1. Other Standard Terms and Conditions.** All other grant policy terms and conditions contained in applicable Department of Homeland Security (DHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their grant managers for any needed clarifications. Sub-awards include sub-grants and sub-contracts issued from this award.

#### 2. Recipient Reporting.

- a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration ( <http://www.ccr.gov> ) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ( <http://www.dnb.com> ) is one of the requirements for registration in the Central Contractor Registration.
- d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

#### 3. Buy American - Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless DHS waives the application of this provision. (ARRA Sec. 1605)

**4. Wage Rate Requirements** Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, 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 this award 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 Reorganization Plan Numbered 14 of 1950 (64 Stat 1267 5 U.S.C. App.) and section 3145 of title 40, United States Code (ARRA Sec. 1506)

**5. Whistleblower Protection** - Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the DHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted 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. (ARRA Sec. 1553) The DHS Office of Inspector General can be reached at <http://www.oig.DHS.gov/fraud/hotline/>

**6. DUNS/CCR** - Recipients must require that first tier sub-recipients begin planning activities, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR) no later than the first time ARRA data requirements are due.

#### **7. Schedule of Expenditures of Federal Awards**

- a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- c) Recipients agree to separately identify to each sub-recipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**8. Responsibilities for Informing Sub-recipients** Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

9. The recipient agrees that all allocations and use of the funds under this grant will be in accordance with the current version of 2 CFR Part 176 and any updates hereafter.

10. All recipients must register at [www.FederalReporting.gov](http://www.FederalReporting.gov) prior to fulfilling their reporting obligations

#### **Article X - FEMA Officials**

**Program Officer:** Tom Harrington, Deputy Director of the Assistance to Firefighters Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

**Grants Assistance Officer:** MARKETIA GRAHAM is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

**Grants Management Branch POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 666-927-5646 to be directed to a specialist.

#### Article XI - Additional Requirements

null

ARRA-SCG are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to build new or modify their facilities may undergo additional screening. Specifically, FEMA is required to ascertain to what degree the proposed station construction or renovation might affect an applicant's facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a station construction can proceed – except for project planning – prior to formal written approval from FEMA. As your award includes station construction, you are responsible for contacting the Program Office so you can be given direction on how to proceed. Your contact in the AFG Program Office is Stephen Pezzetti ([stephen.pezzetti@dhs.gov](mailto:stephen.pezzetti@dhs.gov)). Noncompliance with these provisions may jeopardize an applicant's award and subsequent funding.

ARRA-SCG award recipients (grantees) must also agree to:

(1) Perform, within the designated period of performance, all tasks (scope of work) as outlined in the grantee's application as approved by FEMA in accordance with these Articles of Agreement.

(2) The grantee is not required to provide any cost-share for the ARRA-SCG. However, if the grantee offered to share in the cost of the project in their application, they are obligated to provide a cost-share at no less than the percentage pledged in the application.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EIAW-2009-FC-05246R  
 2. AMENDMENT NO. 0  
 3. RECIPIENT NO. 35-6005529  
 4. TYPE OF ACTION AWARD  
 5. CONTROL NO. W452229N

9. RECIPIENT NAME AND ADDRESS  
 Chicago Fire Department  
 10 West 35th Street  
 Chicago  
 Illinois, 60616-3717

7. ISSUING OFFICE AND ADDRESS  
 Grant Programs Directorate  
 500 C Street, S.W.  
 Washington DC, 20472 DC, 20526-7000  
 POC: Belinda Gedran 202-766-9540

8. PAYMENT OFFICE AND ADDRESS  
 FEMA, Financial Services Branch  
 500 C Street, S.W., Room 723  
 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER  
 Jean Roberts

10. NAME OF PROJECT COORDINATOR  
 Tom Harrington

11. EFFECTIVE DATE OF THIS ACTION  
 25-SEP-09

12. METHOD OF PAYMENT  
 SF-271

13. ASSISTANCE ARRANGEMENT  
 Cost Sharing

14. PERFORMANCE PERIOD  
 From: 25-SEP-09 To: 24-SEP-12

PHONE NO. 3127453681 PHONE NO. 1-656-274-0960

Budget Period  
 From: 01-MAR-09 To: 30-SEP-11

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
ARRA-SGG	97 115	2009-R2-3120GF-25003000-4101-D	\$0.00	\$4,800,000.00	\$4,800,000.00	\$0.00
<b>TOTALS</b>			\$0.00	\$4,800,000.00	\$4,800,000.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here  
 N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

ARRA-SGG recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

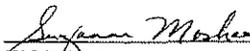
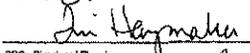
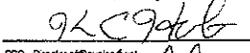
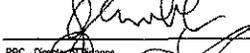
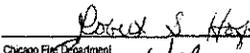
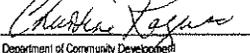
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
 N/A DATE N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)  
 Mica Mathes DATE 20-SEP-09

**EXHIBIT B-2**  
**PROGRAM BUDGET (ADDITIONAL PROJECT)**  
(see attached)

TOTAL PBC PROJECT BUDGET

Cost Codes	GL Code	Group Headings	Total Budget	Comments
Square Footage = 19,700 sf				
<b>I</b>				
		Planning		
01.01	522415	Preliminary Property Appraisals	\$0	
01.02	522210	Demolition Assessment/Planning	\$0	
01.03	513119	Environmental Assessment/Planning	\$3,000	
01.04	513173	Facility/Site Test Fix/Layouts	\$3,000	
01.05	513183	Conceptual Estimating	\$5,000	
01.06	513186	Other Planning Costs	\$17,000	
01.07	513183	Site Survey	\$7,500	
		Sub-Total	\$35,500	
<b>II</b>				
		Land Acquisition & Site Control		
02.01	513200	Legal Fees - Acquisition	\$45,000	
02.02	513203	Legal Fee - Reimbursable	\$5,000	
02.06	522100	Land Acquisition	\$0	
02.07	522300	Relocation Costs	\$0	
02.09	524600	Assessment, Demo, Fencing, & Signage	\$84,620	
02.11	525700	Utility Service & Relocation Fees	\$1,020,000	
02.12	525720	Public Right of Way Amendment	\$25,000	
02.13	522150	Other Land Acquisition Costs	\$25,000	
		Sub-Total	\$1,204,620	
<b>III</b>				
		Environmental and Site Preparation		
03.01	513140	Environmental Testing & Consulting	\$70,000	
03.03	513188	Geotechnical Testing	\$14,000	
03.06	523900	Environmental Remediation & Site Preparation	\$1,593,220	
03.07	523950	Other Environmental & Site Prep. Costs	\$55,500	
		Sub-Total	\$1,732,720	
<b>IV</b>				
		Design		
04.01	521105	Design Architect Fees	\$325,000	
04.02	521100	ACR Basic Fees	\$375,000	
04.03	521500	ACR Reimbursables	\$100,000	
04.04	521600	ACR Additional Services	\$0	
04.10	513600	Commissioning Agent	\$102,374	
04.11	513700	Developer Service Fees Part II Fee	\$1,000	
04.12	513250	Legal Fee - Zoning Board Approval, Plan Development	\$5,000	
04.13	513800	Other Design Related Costs	\$55,000	
		Sub-Total	\$1,163,374	
<b>V</b>				
		Project Implementation		
05.01	513142	Project Management Costs	\$899,450	
05.02	520100	Project Management Reimbursable	\$38,945	
05.04	518700	Pre-BID Advertising	\$5,000	
05.05	515200	Document Reproduction	\$15,000	
05.06	518600	Community Outreach	\$50,000	
05.07	513164	Alternative Action Consulting	\$85,482	
05.09	511300	PBC Administration	\$375,408	
05.10	513900	Other Project Implementation Costs	\$25,000	
		Sub-Total	\$1,655,203	
<b>VI</b>				
		Construction		
06.01	513136	Testing and Inspection	\$65,000	
06.02	514200	Insurance	\$0	
06.04	524300	General Construction	\$10,237,394	
06.05	524350	General Construction Allowances	\$200,000	
06.06	591100	General Construction Contract Contingency	\$389,866	
06.07	513106	IT Systems	\$0	
06.08	526000	FF&E - Furnishings	\$0	
06.09	519100	Public Artwork Program	\$0	
06.10	591000	Construction Contingency	\$307,122	
		Sub-Total	\$11,208,482	
<b>TOTAL PBC BUDGET</b>			<b>\$17,652,297</b>	
<b>IX</b>				
		User Agency Budget		
09.01	TBD		\$0	
09.02	TBD		\$0	
09.03	TBD		\$0	
<b>TOTAL USER AGENCY BUDGET</b>			<b>\$0</b>	
<b>TOTAL PROJECT BUDGET</b>			<b>\$17,652,297</b>	

 05.17.10  
 PBC - Project Manager \_\_\_\_\_ Date  
 5/17/10  
 PBC - Director of Planning \_\_\_\_\_ Date  
 5/17/10  
 PBC - Director of Development \_\_\_\_\_ Date  
 5/17/10  
 PBC - Director of Finance \_\_\_\_\_ Date  
 5/17/10  
 PBC - Executive Director \_\_\_\_\_ Date  
  
**FUNDING Approvals:**  
 1st OFC 5/22/10  
 Chicago Fire Department \_\_\_\_\_ Date  
 5/20/10  
 Office of Budget Management \_\_\_\_\_ Date  
 5/24/10  
 Department of Community Development \_\_\_\_\_ Date