

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with \_\_\_\_\_ for the product and/or services described herein.  
(Name of Person or Firm)

This is a request for \_\_\_\_\_ (One-Time Contractor Requisition # \_\_\_\_\_, copy attached) or \_\_\_\_\_ Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_ (Program Name) Pre-Assigned Contract No. \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 11555 Company or Agency Name: Motorola  
 Specification #: 3607B Contract or Program Description: Five Digital Radio  
 Mod. #: \_\_\_\_\_ (Attach List, if multiple)

Amy Gudgeon 3-7352 Amy Gudgeon OEMC 8.1.07  
Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input type="checkbox"/> <b>PROCUREMENT HISTORY</b>  <p style="text-align: center;">see attached</p>
<input type="checkbox"/> <b>ESTIMATED COST</b>  <p style="text-align: center;">see attached</p>
<input type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b>  <p style="text-align: center;">see attached</p>
<input type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b>  <p style="text-align: center;">see attached</p>
<input type="checkbox"/> <b>OTHER</b>

DATE 8/17/07  
 APPROVED DWU  
 CONDITIONALLY APPROVED \_\_\_\_\_  
 RETURN TO DEPT. \_\_\_\_\_  
 DISAPPROVED \_\_\_\_\_

APPROVED BY: [Signature] 8/14/07 [Signature] 8/17/07  
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE



City of Chicago  
Richard M. Daley, Mayor

Office of Emergency Management  
and Communications

Antonio Ruiz  
Executive Director

120 North Racine Avenue  
2nd Floor  
Chicago, Illinois 60607-2010  
<http://www.cityofchicago.org>

August 13, 2007

Mr. Doug Yerkes  
Department of Procurement Services  
121 N. LaSalle St., Suite 403  
Chicago, IL 60602

<b>SUBJECT:</b>	<b>Sole Source Request</b>
<b>CONTRACT TITLE:</b>	<b>Motorola Fire Digital Radio</b>
<b>VENDOR:</b>	<b>Motorola Electronics, Inc.</b>
<b>ESTIMATED TOTAL COST:</b>	<b>\$2,000,000</b>

Dear Mr. Yerkes:

We respectfully submit this request to the Sole Source Review Board to allow OEMC to amend the scope of services on the Motorola Fire Digital Radio Contract, which previously received sole source approval.

The amended scope will allow the City to move forward with tower remediation and upgrades. These change orders are necessary before the City can move forward with the implementation of the system.

In support of this request, please find the attached: (1) the Project Checklist; (2) Requisition # 34722; (3) the Justification for Non-Competitive Procurement form; (4) a written justification for non-competitive procurement (5) the vendor's costs estimate; and (6) the Homeland Security grant agreement.

Please feel free to contact me directly at 743.7352 with any questions.

Sincerely,

Amy Gudgeon  
Office of Emergency Management and Communications

# DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

**GENERAL INFORMATION:**

Date: 8.14.07  
REQ No.: 34722

Contact Person: Amy Gudgeon  
Tel: 2-3790 Fax: \_\_\_\_\_ E-mail: agudgeon@cityofchicago.org

Specification No.: (if known): 36078  
PO No.: (if known): 11555

Project Manager: Jim Argiropoulos  
Tel: 6-9239 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_@cityofchicago.org

Modification No.: (if known): \_\_\_\_\_

Previous PO No.: (if known): \_\_\_\_\_

Project Description: Tower Improvements for the Fire Digital Radio project.

**FUNDING:**

- |          |                                       |                                       |                                     |  |                                |
|----------|---------------------------------------|---------------------------------------|-------------------------------------|--|--------------------------------|
| City:    | <input type="checkbox"/> Corporate    | <input type="checkbox"/> Bond         | <input type="checkbox"/> Enterprise | <input checked="" type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| State:   | <input type="checkbox"/> IDOT/Transit | <input type="checkbox"/> IDOT/Highway | <input type="checkbox"/> FAA        | <input type="checkbox"/> Grant*            | <input type="checkbox"/> Other |
| Federal: | <input type="checkbox"/> FHWA         | <input type="checkbox"/> FTA          |                                     | <input type="checkbox"/> Grant*            | <input type="checkbox"/> Other |

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	06	0M02	58	2705	0400				06DJ3A	2000000

\*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply. **Estimated Value \$2000000**

**SCOPE STATEMENT:**

Attached is a Detailed Scope of Services and/or Specification

**IMPORTANT:** THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:  
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

**TYPE OF PROCUREMENT REQUESTED (check all that apply):**

**NEW REQUEST**

- Blanket Agreement
- Standard Agreement
- Small Orders

**MOD/AMENDMENT**

- Time Extension
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify): \_\_\_\_\_

**ORMS:**  Requisition  Special Approvals  Non-Competitive Review Board (NCRB)

**CONTRACT TERM:** Requested Term (number of months): \_\_\_\_\_

**THE BID/SUBMITTAL REQUIREMENTS:**

Requesting Pre Bid/Submittal Conference?  Yes  No Requesting Site Visit?  Yes  No

# DPS PROJECT CHECKLIST

## ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

**Required Attachments:** Scope of Services, including location, description of project, services required, deliverables, and other information as required

**Risk Management**

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

**If applicable, Pre-Qualification** Category No.  Category Description:  Yes  No

For Pre-Qualification Program, attach list of suggested firms to be solicited

**Other Agency Concurrence Required:**  None  State  Federal  Other (fill in)

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## AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:  Yes  No

**Required Attachments:**

Copy of Draft Contract Documents and Detailed Specifications.

**Risk Management:**

Current Insurance Requirements prepared/approved by Risk Management: Yes  No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes  No

Will work be performed airside? Yes  No

**\*NOTE:** Any non-construction Aviation request, complete the applicable section.

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## COMMODITIES SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

**If Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

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## CONSTRUCTION SUPPLEMENTAL CHECKLIST

**Required attachments:**

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

**Risk Management**

Will services be performed within 50 feet of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

# DPS PROJECT CHECKLIST

## VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

### Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (                      Manufacturer; or                      Dealer;                      or Other Source:                      )
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

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## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed description of project listing obligations of each party.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form
- ITSC (approved by BIS)
- OBM (approved by Budget form/memo)
- Grant document attached

Attach any documentation indicating any previous purchase activity to assist in the procurement process

## TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, including time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

- Has the project been reviewed by BIS?                       Yes     No
- Attach copy of BIS Recommendation; Reservation(s); or participate under current contract.
- Does the project include software?                       Yes     No
- If yes, is signed ITSC form attached?                       Yes     No
- Does the location involve:
- A public way?                       Yes     No
- Any concession in the City's facilities?                       Yes     No
- Is it anticipated City Council approval of the project or contract will be required?                       Yes     No

# DPS PROJECT CHECKLIST

## WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

**Risk Management:**

Will services be performed within 50 feet (50') of CTA train or other railroad property?  Yes  No

Will services be performed on or near a waterway?  Yes  No

Will services require the handling of hazardous/bio-waste material?  Yes  No

Will services require the blocking of streets or sidewalks which may affect public safety?  Yes  No

**If Modification or Amendment request, please verify and provide the following:**

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

**CITY OF CHICAGO  
PRE-APPROVED  
MODIFICATION / OVERRIDE REQUISITION**

Copy (Department)

<b>DELIVER TO:</b>  058- OEC1411 1411 W. MADISON Chicago, IL 60607	<b>REQUISITION:</b> 34722 For PO Number: 11555  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 58 - OFFICE OF EMERGENCY COMMUNIC <b>PREPARER:</b> Amy R Gudgeon <b>NEEDED:</b> <b>PRE-APPROVED</b> 8/14/2007
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**REQUISITION DESCRIPTION**

SPECIFICATION NUMBER: 59653

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	91316 Tower Enhancements	2,000,000	USD	0.00	0.00						
<b>SUGGESTED VENDOR:</b>											
<b>REQUESTED BY:</b> Amy R Gudgeon											
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	
1	006	0M02	0582705	0400	220400	0000	00000000	06DJ3A	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>
<b>REQUISITION TOTAL:</b>											<b>0.00</b>

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.  
Requisitions prepared incorrectly will be returned to the using department.

**ATTACHMENT  
OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT  
FOR TOWER MODIFICATIONS ON THE MOTOROLA RADIO  
COMMUNICATIONS CITYWIDE DIGITAL SIMULCAST SYSTEM**

**PROCUREMENT HISTORY**

Since 1956, Chicago's Public Safety Departments have utilized Motorola radio equipment to support communications at the scene of police, fire, and medical emergencies. Of the 6,000 inventoried Police transceivers and 2,300 inventoried Fire transceivers, over 95% have been purchased from Motorola, Inc. These radios have a history of exceptional performance and reliability, being able to withstand the severe environmental hazards and operating requirements associated with law enforcement and firefighting.

Motorola is the only 2-way radio equipment manufacturer with corporate headquarters, complete factory facilities, and a major parts distribution depot in the Chicago Metropolitan Area. This provides the Department with the advantage of being able to receive technical consultation, engineering, or specialized parts on very short notice. No other major radio equipment manufacturer has factory facilities, or a major parts depot in this area. Several vendors have their manufacturing facilities in distant foreign countries, a factor which can delay and hamper product support.

OEMC continually searches for additional sources of technically suitable radio equipment. Department members regularly meet with vendors and attend presentations sponsored by other radio equipment manufacturers, but have not been able to find cost effective products, which are technically compliant and satisfy end-user operational requirements.

OEMC has received sole source approval for the original Fire Digital Radio system as well as for the 6<sup>th</sup> channel modification.

**ESTIMATED COST:**

The tower modifications and tower remediation work were always anticipated under the original contract and included in the overall \$22,000,000 value of the contract. At this time, OEMC is not requesting a vendor limit increase on this contract. The total cost of the tower adjustments and site work total \$2,000,000. The change orders, as the rest of the system, will be paid for using Homeland Security grant money. The Urban Area Security Initiative grant agreement is included.

**SCHEDULE REQUIREMENTS:**

The tower modifications and adjustments are a critical piece of the Fire Digital Radio system and will be completed in concert within the time limit of the original Fire Digital Radio contract (PO# 11555).



**EXCLUSIVE or UNIQUE CAPABILITY:**

OEMC previously received sole source approval for the fire digital radio system because of Motorola's unique ability to implement a complex project of this magnitude. There are very few vendors who have the technical expertise or the capacity to design and install a digital simulcast radio system. To our knowledge, only one company – Motorola – has actually implemented a digital simulcast radio system that meets Chicago's standards.

Furthermore, Motorola is the only company, of which, we are aware that has implemented digital simulcast systems on a large scale. It has designed and installed systems for the State of New Hampshire, the State of North Dakota, Bergen County, the Iowa Department of Transportation, the Kentucky State Police, Monroe County, the Town of Darien, Connecticut, and the Los Angeles Police Department. No other vendor has proven that they have the ability to implement a system of this complexity.

Due to Motorola's unique expertise in this area, OEMC has worked closely with Motorola to design the City's fire digital radio plan. The plan draws on Motorola's experiences by incorporating various security features developed for other cities. The original project plan included the site surveys of the towers and the infrastructure to support the system. At this point in the project, the tower surveys have been completed and remediation is needed at several tower sites across the city.

Moving forward with the implementation of the project, hinges on upgrading the towers. The specific work is outlined in the attached change order requests.

**MBE/WBE COMMITMENT**

Since the price of the overall contract is not changing, Motorola remains committed to meeting the goals of the program, as stated on their original C-1 and D-1 forms.



# CHANGE ORDER

August 14, 2007

## CITY OF CHICAGO DIGITAL RADIO SYSTEM

Contract # 11555

Specification # 36078

### Change Order Request

In accordance with Section 3.1 of the Master Statement of Services (Exhibit B to the Digital Radio System contract) Motorola and the City of Chicago have identified through site surveys that the conditions at several sites require the modification of installation plans and equipment from the original proposal. This Change Order Request lists each of the required modifications.

- Change Order 003 – Equipment shelter and site work at 103<sup>rd</sup> Street site
- Change Order 004 – Modifications to reinforce seven existing towers
- Change Order 005 – Relocation of LaSalle St. equipment room
- Change Order 008 – Electrical upgrades at two existing sites
- Change Order 009 – Electrical upgrades at Gale site
- Change Order 010 – New tower and shelter at Sacramento site
- Change Order 011 – Electrical upgrades at 63<sup>rd</sup> St. site
- Change Order 012 – Conduit upgrade at O'Hare site
- Change Order 013 – Relocation of equipment at Jardine site
- Change Order 014 – Additional equipment at Madison site

### TOTAL CHANGE ORDERS

**\$2,000,000**

### Project Timeline:

In order to meet our deadline of having all sites for the CFD/EMS Expansion project on the air for testing by 12/28/07 the following timeline dates must be met by the City of Chicago and Motorola

- Change order documentation signed by 8/21/07 (City of Chicago)
- Leases for the following sites acquired by 8/31/07 (City of Chicago)
  - Hyatt, Illinois Masonic (Clark Place Apartment replacement), 1414 Damen (CHA), and replacement for 1160 N Larrabee if CHA or private building
- Permit process can take no longer than 3 weeks for complete approval, no matter how many requests are submitted, with no additional cost to Motorola. (City of Chicago)
- T1 connectivity between the 911 and 311 Centers must be established between each site no later than 1 week after cold installation. (City of Chicago)
  - For sites that have been already installed the T1 connectivity needs to be set up by 8/31/07
  - The O'Hare T1 will need to be installed no later than 1 week after the change order is completed



# CHANGE ORDER

- The following sites will be installed and ready for testing, if the above is met, by 12/28/07: 121 N. LaSalle, 10402 S. Vincennes, 2255 E. 103<sup>rd</sup>, 2233 S. MLK Dr., 1414 Damen, IL Masonic (2625 N. Clark replacement), 1160 N. Larrabee replacement, and 5430 W. Gale (Motorola)
  - All sites that have been cold installed will be ready for testing by 12/28/07 as well. (Motorola)
- All change order work completed by 12/28/07 (Motorola)
- By Motorola completing all of the above work, all milestone certificates pertaining to this work will be signed as the work is completed, but no later than 12/28/07. (City of Chicago)

The following documents detail the specific, and only, changes to equipment and services for each of the change orders above. The responsibilities of the City of Chicago are noted in these documents and the payment term for each individual change order is listed below. The terms and conditions set forth in the Digital Radio System contract (Contract # 11555) apply to these change orders.

C/O No.	Description	Payment Due Upon Completion of Each Individual Change Order
3	Equipment shelter and site work at 103rd	\$400,153.17
4	Modification to reinforce 7 existing towers	\$412,184.91
5	relocation of LaSalle St Equipment	\$143,151.18
8	Electrical upgrades at 2 existing sites	\$15,266.51
9	Electrical upgrades at Gale site	\$20,030.05
10	New tower and shelter at Sacramento site	\$888,826.00
11	Electrical upgrades at 63rd St. site	\$19,244.52
12	Conduit upgrade at O'Hare site	\$28,291.66
13	Relocation of equipment at Jardine site	\$36,327.90
14	Additional equipment at Madison Site	\$36,524.10
TOTAL		\$2,000,000.00

If you have any questions regarding these change orders please feel free to contact Mark Swink at 847-538-0683.

\_\_\_\_\_  
 Jack Molloy  
 MSSSI Vice President  
 Motorola, Inc.

\_\_\_\_\_  
 Chicago OEMC Representative  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
 Frank Monteleone  
 SI Resource Manager  
 Motorola, Inc.



# CHANGE ORDER

Change Order No. 003  
 Date: July 31, 2007  
 Project Name: City of Chicago CFD/EMS Simulcast Expansion  
 Customer Name: City of Chicago  
 Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

The installation and purchase of a new shelter, 12x24 plus an indoor generator. This is to be installed at the SW corner of the police station parking lot.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

- Changes in Equipment:**
- 12x24 building including a UPS and indoor generator

- Changes in Services:** *(additions, deletions or modifications)*
- Details of work to be completed by Motorola:
- Purchase new shelter.
  - Site planning: field measurement, photos, develop title block, set design base, preparation of dimensioned site plane, grounding plan, landscaping plan, site electrical sheet, shelter plan, details and structural calculations.
  - Landscaping
  - Fencing
  - Installation of shelter foundation
  - Setting of shelter
  - Parking lot restoration
  - Permits
  - Additional electrical work due to a shelter purpose.
    - Utility coordination
      - All reference to "points of service" are calculated at 100' max of conduit/cable
  - F&I (1) 400amp, 240volt, 1-ph, underground meter pedestal at site point of service
  - F&I (1) 3-1/2"sch 40 PVC; point of service to new Shelter Service disconnect Switch

- F&I (1) Service disconnect switch on exterior of new Shelter
- F&I (3) #500mcm service cables; Meter to Shelter interior complete
- F&I (1) 2"sch 40 PVC; point of service to new Shelter TELCO entry point
- F&I (1) TELCO junction box on Shelter exterior, chase to interior
- F&I (1)2" sch 40 PVC; fuel point of service to Generator
- F&I (1) 1" sch 40 PVC; fuel point of service to TELCO junction box
- F&I (1) 2" sch 40 PVC; Generator to Shelter entry point
- F&I (1) 1" sch 40 PVC; Generator to Shelter entry point
- F&I (3) # 3/0awg, generator power cables; Generator to Shelter complete
- F&I Generator Control wires complete
- Add for above grade level GHW conversion; all conduits
- Add for sealtite fittings and conversion inside generator housing
- Add for pull lines in empty conduits
- Add for site grounding as required
- Add for site supervision, permits and inspection coordination
- Shelter set-up @ final delivery location

**Schedule Changes:**

- 

**Pricing Changes:**

- Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**

- City of Chicago is responsible for providing the space for the shelter and tower.
- City of Chicago is responsible for the fiber connectivity being trenched from the building to the shelter.

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.
- OEMC and DGS are in agreement with the location of the shelter and tower.



# CHANGE ORDER

**Payment Schedule for this Change Order:**

- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 004

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

Tower modifications at Vincennes, Grand, Cottage Grove, Clinton, Clark, California, and 111th

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- N/A

**Changes in Services: (additions, deletions or modifications)**

Details of work to be completed by Motorola:

- Tower modifications at Vincennes, Grand, Cottage Grove, Clinton, Clark, California, and 111<sup>th</sup>
  - Tower modification at California include: Replace diagonals
  - Tower modification at Clark include: Replace diagonals and replace redundant horizontals
  - Tower modification at 111th include: Replace diagonals, stack existing 7/8" feed lines into (2) rows of (5) lines, weld split 3" std pipe around existing 2.5" pipe diagonals, replace redundant horizontals
  - Tower modification at Clinton include: Replace diagonals
  - Tower modification at Cottage Grove include: Replace diagonals
  - Tower modification at Grand include: Replace diagonals and replace redundant horizontals
  - Tower modification at Vincennes include: Replace diagonals, weld split 3" std pipe around existing 2.5" pipe diagonal bracing, and weld split 3" std pipe around existing 2.5" pipe legs diagonal bracing
- Structural analysis

**Schedule Changes:**



# CHANGE ORDER

- N/A

**Pricing Changes:**  
 Scope of this change order included in the \$2,000,000 total.

- Customer Responsibilities:**
- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
  - City of Chicago is responsible for coordinating the remediation days with the building engineers and watch commanders.
  - Make the appropriate arrangements if the tower equipment needs to be turned off.

- Assumptions:**
- All information has been provided to Motorola for them to complete the work.
  - Once the schedule for this change order is set it will be in agreement with OEMC and DGS.
  - Tower equipment can be down if needed.
  - This change order does not include the remapping of the existing antennas or the replacement of any existing antennas or lines.

- Payment Schedule for this Change Order:**
- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 \_\_\_\_\_  
 Motorola Project Manager

Date: July 31, 2007  
 \_\_\_\_\_





# CHANGE ORDER

Change Order No. 005

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

The installation of a new HVAC unit in the room we will be installing our CFD/EMS Simulcast equipment. This also includes the additional labor and materials needed to install the antenna lines in this new room and running them to the roof. This new room is different from the original room the City of Chicago recommended.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- HVAC – Qty. 1 Leibert
- ½" LDF Transmission line

**Changes in Services: (additions, deletions or modifications)**

Details of work to be completed by Motorola:

- Existing Leibert water cooled computer room unit will be dismantled. Refrigeration will be reclaimed per E.P.A. regulations. Unit will be disposed.
- One new Leibert Challenger 3000 five (5) ton up flow air handler equipped with an infrared auto flush humidifier will be supplied and installed.
- One new Leibert fan cycling Dry cooler will be supplied and installed on the roof of the penthouse. This unit will be equipped with low ambient controls for wintertime operation.
- All necessary piping, hangers and insulation will be provided and installed. One (1) five (5) H.P. circulating pump will also be provided and installed.
- Unit will be started and adjusted to factory specifications.

**Schedule Changes:**

- N/A



# CHANGE ORDER

**Pricing Changes:**  
 Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**

- The customer will provide access to the new room and access to the adjoining office space to run the transmission line through the ceiling.

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.
- OEMC and DGS are in agreement with the location of the equipment and the new HVAC.

**Payment Schedule for this Change Order:**  
 Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 008

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

The purpose of this Change Order is to:

Electrical Upgrades at 7040 S. Cottage Grove and 10402 S. Vincennes

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- N/A

**Changes in Services: (additions, deletions or modifications)**

Details of work to be completed by Motorola:

- Cottage Grove:
  - The electrical distribution panel in the 2nd FL Radio Equipment Room is a 225A, 3ph, 4w, 120/208V, 24 space load center that is currently only supplied with wire large enough to support a 60A, 3ph, 4w, 120/208V load. We propose to furnish and install (1) 1-1/4" EMT conduit with (5) #3awg THHN conductors to allow that load center a capacity of 100A, 3ph, 4w, 120/208V. Furnishing and installing the new conduit/conductors will significantly reduce the downtime/cut-over time reduced when transfer of service conductors occurs. The switchboard circuit breaker design allows for replaceable trip units, so the upgrade to 100A can be accomplished in the existing breaker.
- Vincennes:
  - The Radio Equipment / ISDN Building current electrical service is 100A, 1ph, 3w. This does not provided enough power for the equipment required on this project. We propose to furnish and install a new 200A, 1ph, 3w electrical service complete with Load Center to sub-feed the existing equipment and provide a source for the UPS which will in turn supply the equipment required on this project



# CHANGE ORDER

**Schedule Changes:**

- N/A

**Pricing Changes:**

Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**

- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
- OEMC is responsible for making sure DGS is OK with the work that was requested of Motorola.

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.

**Payment Schedule for this Change Order:**

- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 \_\_\_\_\_  
 Motorola Project Manager

Date: July 31, 2007  
 \_\_\_\_\_



# CHANGE ORDER

Change Order No. 009

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

The purpose of this Change Order is to:

Electrical Upgrades at Gale Site

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- N/A

**Changes in Services: (additions, deletions or modifications)**

Details of work to be completed by Motorola:

- Gale:
  - Based on prior jobs completed this year and similar to this request, JWBOBCORP can furnish and install a 400amp, 120/240 volt overhead electrical service to the existing Gale St. City of Chicago Radio Equipment Shelter
  - Includes; Integrating existing electrical systems via a main panel board, connection to existing site generator, connections to existing UPS systems, electrical permit information and removal of old electrical service.

**Schedule Changes:**

- N/A



# CHANGE ORDER

**Pricing Changes:**  
 Scope of this change order included in the \$2,000,000 total.

- Customer Responsibilities:**
- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
  - OEMC is responsible for making sure DGS is OK with the work that was requested of Motorola.

- Assumptions:**
- All information has been provided to Motorola for them to complete the work.

- Payment Schedule for this Change Order:**
- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 010

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

The purpose of this Change Order is to:

Per Customer request, install a new 180' monopole, install a new shelter, and remove the old tower at the Sacramento Site.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- 180' monopole
- 12x40 shelter

**Changes in Services:** *(additions, deletions or modifications)*

Details of work to be completed by Motorola:  
**12'x40' Concrete Building, this includes a UPS and an outdoor generator. (12x52 footprint)**  
**180' monopole tower**

**Site planning: field measurements, develop title block, set design base, preparation of dimensioned site plan, grounding plan, landscaping plan, site electrical sheet, shelter plan, monopole elevations, details and structural calculations. Submittal review and coordination of all this with the City of Chicago**

- Shelter/tower foundation**
- Setting of shelter/tower**
- Grounding of shelter/tower**
- Ice Bridge Installation**
- Parking lot restoration**



# CHANGE ORDER

*Removing and hauling away existing tower and all antenna/lines, and lighting on the tower  
Fill in with 6 inches of stone*

*Break foundation off 6 inches under grade only*

The CFD / EMS equipment currently located in the 2<sup>nd</sup> Fl. Radio Equipment Room will need to be re-located to that new facility. To disconnect, physically move, mount, electrically connect, ground and complete antenna line (Installed by others) / TELCO connections to that equipment.

The new shelter / generator is to be in the vicinity of the existing tower, we will be furnishing and installing a overhead 400a, 120/240V electrical service. TELCO will also come into the shelter overhead so we have figured in a riser for that. While the site is being excavated for building foundation, we will request ISI cut us a trench to the street easement in which we will provide a 2" sch 40 PVC conduit that will be used for the generator fuel line. I have included the cost to have a licensed pipe-fitter complete the fuel line / regulator required. (This distance is limited to 80' ) Building prep, tower lighting controller.

**Schedule Changes:**

- N/A

**Pricing Changes:**

Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**

- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
- City of Chicago is responsible for the T1 hook up.
- City of Chicago will remove the propane tanks

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.





# CHANGE ORDER

<b>Payment Schedule for this Change Order:</b>
<ul style="list-style-type: none"> <li>• Payment due upon completion per Page 2 of this Change Order.</li> </ul>

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.****Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Reviewed by: Mark Swink  
 Motorola Project Manager

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: July 31, 2007



# CHANGE ORDER

Change Order No. 011

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

The purpose of this Change Order is to:

Electrical Upgrades at 3515 63rd St.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**  
• N/A

**Changes in Services:** *(additions, deletions or modifications)*  
Details of work to be completed by Motorola:  
• 63<sup>rd</sup> St.:  
○ Jeff Figiel / OEMC have requested we complete the 4"deep x 18"wide overhead cable tray run for the entire Radio Equipment Room. He also asked if we could include R-56 grounding and distribution of branch circuits from the existing UPS backed load center via double duplex receptacles mounted over the future rack position, on the cable tray.

**Schedule Changes:**  
• N/A

**Pricing Changes:**  
Scope of this change order included in the \$2,000,000 total.



# CHANGE ORDER

**Customer Responsibilities:**

- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
- OEMC is responsible for making sure DGS is OK with the work that was requested of Motorola.

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.

**Payment Schedule for this Change Order:**

- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 012  
Date: July 31, 2007  
Project Name: City of Chicago CFD/EMS Simulcast Expansion  
Customer Name: City of Chicago  
Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

Per Customer request, Furnish and install (600') of 1-1/4" GHW conduit in conjunction with an existing conduit to complete a conduit run from the current "T-1" location in the 2<sup>nd</sup> level Parking Garage Office to the Radio Equipment Room located on Level 6, Center Elevator 5, Rm. D (a total of 1100'). Includes all floor and wall coring, fire-sealing and pull line.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- N/A

**Changes in Services:** *(additions, deletions or modifications)*

Details of work to be completed by Motorola:

- Furnish and install (600') of 1-1/4" GHW conduit in conjunction with an existing conduit to complete a conduit run from the current "T-1" location in the 2<sup>nd</sup> level Parking Garage Office to the Radio Equipment Room located on Level 6, Center Elevator 5, Rm. D (a total of 1100'). Includes all floor and wall coring, fire-sealing and pull line.

**Schedule Changes:**

- N/A

**Pricing Changes:**

Scope of this change order included in the \$2,000,000 total.



# CHANGE ORDER

**Customer Responsibilities:**

- City of Chicago is responsible for providing Motorola's sub-contractors with access to the sites.
- City of Chicago is responsible for the T1 hook up.

**Assumptions:**

- All information has been provided to Motorola for them to complete the work.

**Payment Schedule for this Change Order:**

- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 013

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

It was requested by the City of Chicago for Motorola to move the equipment at the Jardine Water Plant to a different location after all permits and drawings had been completed.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- Additional antenna line and connectors

**Changes in Services:** *(additions, deletions or modifications)*

Details of work to be completed by Motorola:

- Move equipment to a different location
- Install additional antenna line and connectors
- Create and secure antenna line runs
- Redo all architectural drawings and permits for this site

**Schedule Changes:**

- N/A

**Pricing Changes:**

Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**



# CHANGE ORDER

•
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<b>Assumptions:</b>
• All information has been provided to Motorola for them to complete the work.
•

<b>Payment Schedule for this Change Order:</b>
• Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.****Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007



# CHANGE ORDER

Change Order No. 014

Date: July 31, 2007

Project Name: City of Chicago CFD/EMS Simulcast Expansion

Customer Name: City of Chicago

Customer Project Mgr: Leon Stanek

**The purpose of this Change Order is to:**

The City of Chicago requested that Motorola add a channel bank to the Madison receive site.

Contract # 04-16929/DN

Contract Date: February 2006

In accordance with the terms and conditions of the contract identified above between City of Chicago and Motorola, Inc., the following changes are approved:

**Changes in Equipment:**

- Channel bank

**Changes in Services:** *(additions, deletions or modifications)*

Details of work to be completed by Motorola:

- Installation and optimization of the channel bank

**Schedule Changes:**

- N/A

**Pricing Changes:**

Scope of this change order included in the \$2,000,000 total.

**Customer Responsibilities:**





# CHANGE ORDER

- Site access

- Assumptions:**
- All information has been provided to Motorola for them to complete the work.
  -

- Payment Schedule for this Change Order:**
- Payment due upon completion per Page 2 of this Change Order.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: Mark Swink  
 Motorola Project Manager

Date: July 31, 2007

## NOTICE OF GRANT AGREEMENT

### PART I - Notice of Grant Award to the City of Chicago

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2201 South Dirksen Parkway, Springfield, Illinois 62703-4554, and the City of Chicago (Grantee), 1411 West Madison Street, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2006 Homeland Security Grant Program, Urban Area Security Initiative (CFDA # 97.008).

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$39,195,000.00** for the period from the **date of execution** to **March 31, 2008**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitutes the entire agreement between the parties. Each budget detail worksheet submitted by the Grantee and approved by the Grantor as an authorized expenditure of this Grant shall be considered an attachment of this Grant Agreement.

### PART II - Term

The term of this Grant Agreement shall be from the **date of execution** to **March 31, 2008**.

### PART III - Scope of Work

During the grant period, funds received by the Grantee will be utilized by the Grantee to purchase the equipment as identified in the attached budget detail worksheet.

The Grantee budget detail worksheet is provided in Attachment A. The Bi-annual Strategy Implementation Report (BSIR) template is provided in Attachment B. As each Grantee budget detail worksheet and BSIR is approved, it shall also be considered as an attachment of this Grant Agreement.

### PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$39,195,000.00**.

## **PART V - Terms and Conditions**

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or DHS fails to provide the funds. The Grantor shall give Grantee's notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform shall cease upon notice by Agency of lack of appropriated funds.

**METHOD OF COMPENSATION:** The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after **March 31, 2008**. The Grantee must submit final reimbursement documentation and final budget detail worksheet to the Grantor within 30 days after the expiration of the Grant Agreement.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with the Uniform Administrative Requirements for Grants to States (28 CFR 66); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

**REPORTS:** The Grantee shall submit a semi-annual programmatic activity narrative and financial report called the Bi-Annual Strategy Implementation Report (BSIR) to the Grantor upon the request of the Grantor throughout the performance period ending March 31, 2008. The financial report (BSIR) must include, at a minimum, the amount of funding received, obligated and expended for the time period designated by the Grantor.

**AUDITS AND INSPECTIONS:** The Grantee will, as often as deemed necessary by the Grantor, DHS or any of their duly authorized representatives, permit the Grantor, DHS or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final budget detail worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of Office of Management and Budget Circulars A-128 or A-133 have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

**TERMINATION FOR CONVENIENCE:** This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

**TERMINATION FOR BREACH OR OTHER CAUSE:** The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

**RETENTION OF PROPERTY RECORDS:** Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**NON-DISCRIMINATION:** In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. 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 Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

**SEVERABILITY CLAUSE:** If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

**DEBARMENT:** The Grantee certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

**WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES:** The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

**WAIVERS:** No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

**BOYCOTT:** The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**WORK PRODUCT:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges DHS, Office of Grants and Training (G&T), and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Office of Grants and Training (G&T), United States Department of Homeland Security (DHS) and State of Illinois. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T, DHS or State of Illinois."*

**MAINTENANCE AND REVIEW OF EQUIPMENT:** The Grantor reserves the right to reallocate all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacture's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the non-Federal entity. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A State shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with State laws and procedures.

**LIABILITY:** The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacture of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts of performed in conformance with an explicit, written directive of the Grantor.

## **PART VI - Assurances**

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

## **PART VII - Certification**

The Grantee certifies that it has fully implemented or will fully implement by September 30, 2006, all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is or will be on file with the Illinois Emergency Management Agency once completed.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee\*.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4)\*.

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

*\*See attachment that is incorporated herein by reference*

The Grantee certifies that it will return to the State all State or Federal grant funds that are not expended or are accidentally over-advanced. The State may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent              |
| <input type="checkbox"/> Sole Proprietorship           | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization        |
| <input type="checkbox"/> Corporation                   | ( IRC 501(a) only)                                      |
| <input type="checkbox"/> Not-for-profit Corporation    | <input type="checkbox"/> Trust or Estate                |
| <input type="checkbox"/> Medical and Health Care       |   |
| <input type="checkbox"/> Services Provider Corporation |   |

### **Part VIII - Drug Free Certification**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:

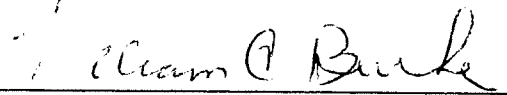



- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

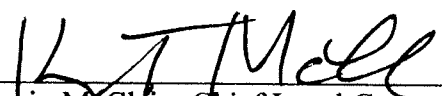
Grantee: **City of Chicago**

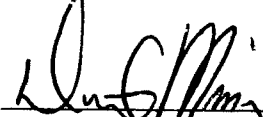
By:   
William C. Burke, Director

By:   
**Andrew Velasquez, Executive Director**

DATE: 10/2/06

DATE: 8/21/06

By:   
Kevin McClain, Chief Legal Counsel

By:   
Dennis Miner, Chief Fiscal Officer

DATE: 9/28/06

DATE: 9/28/06

## **SUPPLEMENT TO THE AGREEMENT**

between the

State of Illinois Emergency Management Agency and the City of Chicago,  
acting by and through its Office of Emergency Management & Communications,  
regarding provisions contained in the  
FY2006 Urban Areas Security Initiative Grant Agreement (the "Agreement")  
September 20, 2006 – March 31, 2008

The State of Illinois, Emergency Management Agency, hereinafter called the "Grantor," and the City of Chicago, by and through its Office of Emergency Management & Communications, hereinafter called the "Grantee" agree that the Agreement shall include the provisions below and incorporate them in the Agreement as if fully set forth therein. Any certifications made by the Grantee herein are made only on behalf of the Office of Emergency Management & Communications.

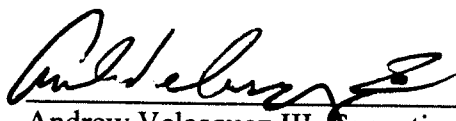
### **Part VII – Certification, Page 6 of 9**

#### **Bribery**

The Parties agree that this section may not apply to the Grantee because the City is a political subdivision of the State and the Agreement is a grant from the State and not a procurement contract with the State. 30 ILCS 500/1-10.

#### **Bid Rigging**

The Parties agree that this certification may not apply to the Grantee because the City is a unit of State or local government and is not a "person" as defined under 720 ILCS 5/33E-2.



Andrew Velasquez III, Executive Director  
Office of Emergency Management &  
Communications

2006 UASI City of Chicago Budget

Item #	Project	Agency	Personnel	Planning	Organization	Equipment	Training	Exercises	M&A	TOTAL
Item #1	Operable Radio Communications	City	\$ 301,680			\$ 11,823,320			\$ 425,000	\$ 12,550,000
	Radio Infrastructure Project	City								
	<b>Total</b>									<b>\$ 12,550,000</b>
Item #2	Operable Video/Data	City				\$ 14,609,625			\$ 475,375	\$ 15,085,000
	CPD Personal Data Terminals	City/CPD				\$ 1,500,000				\$ 1,500,000
	<b>Total</b>									<b>\$ 16,585,000</b>
Item #3	All-Hazards Response									
	High Rise Building Evacuation and	City/CFD				\$ 1,000,000				\$ 1,000,000
	Decon	City/DOE				\$ 250,000				\$ 250,000
	Hazardous Waste Storage Facility	City/OEMC				\$ 500,000				\$ 500,000
	Map Table	City/DOE				\$ 100,000				\$ 100,000
	HazMat Response Unit									
	Hazardous Substance Facility									
	Assessment	City/DOE				\$ 200,000				\$ 200,000
	UPS/Pig Tails	City/OEMC				\$ 438,000			\$ 12,000	\$ 450,000
	Solar Power Back-Up									
	Back Up 911 Center	City/OEMC	\$ 101,012			\$ 1,848,988				\$ 2,000,000
	Below Grade Subway Rescue	City/CFD				\$ 700,000			\$ 50,000	\$ 700,000
	Expanded Early Warning Monitoring									
	System	City/DOE				\$ 350,000				\$ 350,000
	WMD Protection, Detection and									
	Response	City/CPD				\$ 750,000				\$ 750,000
	TARA Training	City/CPD					\$ 750,000			\$ 750,000
	CBRNE Equipment for CPD	City/CPD				\$ 555,000				\$ 555,000
	CBRNE Protection, Detection and									
	Response and Building Collapse									
	Equipment	City/CFD				\$ 1,000,000				\$ 1,000,000
	Training and Exercises	City					\$ 300,000			\$ 300,000
	<b>Total</b>									<b>\$ 8,905,000</b>

2006 UASI City of Chicago Budget

		Personnel	Planning	Organization	Equipment	Training	Exercises	M&A	TOTAL
<b>Surge and Mass Prophylaxis</b>									
	Emergency Power	City/CDPH							\$ -
	Hospital Admission Data	City/CDPH							\$ -
	Pediatric Decontamination	City/CDPH			\$ 25,000				\$ 25,000
	<b>Total</b>								\$ 25,000
<b>Investment #5</b>									
<b>Strengthening of Critical Infrastructure</b>									
	<b>Total</b>								\$ -
<b>Investment #6</b>									
<b>Public Awareness Campaign</b>									
	Alert Chicago	City/OEMC							
	Citizen Corp Enhancement Program	City/OEMC	\$ 195,000					\$ 5,000	\$ 200,000
	Public Awareness Project	City/CPD	\$ 50,000						\$ 70,000
	Emergency Public Planning Working Group	City/OEMC	\$ 10,000						\$ 50,000
	Identification of Planning for Special Populations	City/OEMC	\$ 187,143					\$ 12,500	\$ 200,000
	<b>Total</b>		\$ 300,357					\$ 12,500	\$ 300,000
<b>Investment #7</b>									
<b>Emergency and Information Sharing</b>									
	Emergency Operations Software	City/OEMC							\$ -
	Deployment Operations Center	City/CPD	\$ 300,000						\$ 300,000
	<b>Total</b>		\$ 300,000						\$ 300,000
								Total City	\$ 39,195,000
								Total M&A for City	\$ 979,875