



UC2B Policy Board Agenda

Regular Meeting

August 3, 2011 – 12:00 noon

Council Chambers, 102 N. Neil Street, Champaign, Illinois

- I. Call to Order
- II. Roll Call (By Roster) – Determine Quorum
- III. Approve Agenda
- IV. Approval of Minutes from 7/20/2011 and 7/27/2011
- V. ACTION*/DISCUSSION ITEMS (note in this section we will go to audience for comment prior to discussion by Board of each item, comments are limited to 5 minutes in length per person)
 - a) Marketing Committee Update – Brandon Bowersox/John Kersh
 - b) NTIA/Grant Update – Mike Smeltzer
 - c) Summary of Changes in Scope for the FTTC Project – Mike Smeltzer
 - d) Status of Consideration of Federal Subawards – Teri Legner
 - e) *Resolution Authorizing the Project Investigator to Transfer Funds – Teri Legner
- VII. Tasks to complete for next meeting
- VIII. Items for next meeting's agenda
- IX. Public Participation
- X. **Next Meeting:**
Special Meeting with Technical Committee and NTIA representatives
August 10, 2011- 12:00 p.m. to 1:30 p.m.
Council Chambers, 102 N. Neil Street, Champaign, Illinois
- XI. Items for future Action/Discussion:
 - a) Grant Required Approvals – Mike Smeltzer
 - b) Technical Committee Report and Request for approvals of items forwarded from Technical Committee and its sub-committees – Tracy Smith
 - c) FTTP RFP Decisions – should construction and management be included together as one RFP or not – Tracy Smith
 - d) Discussion of pursuing a change order for ring design in order to include a production class facility – Rough Cost Estimates – Mike Smeltzer
 - e) Consulting Bid results – Teri Legner

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UC2B Policy Board Minutes

Regular Meeting
July 20, 2011

Location:
City of Champaign Council Chambers
102 N. Neil Street
Champaign, IL 61820

Board Members Present: Reverend Eugene Barnes for Abdul Alkalimat, Reverend Zernial Bogan, Brandon Bowersox, Mike Smeltzer as proxy for Mike DeLorenzo, Deborah Frank Feinen, Brian Bell as proxy for Minor Jackson, Pete Resnick, Mike Vrem as proxy for Tracy Smith, Richard Schnuer.

Members Absent: none

- I. The meeting was called to order at 12:04 p.m. by Chair Feinen.
- II. Roll Call
- III. Approve Agenda: Resnick moved, Bogan seconded the motion to approve the agenda. The motion was passed by voice vote.
- IV. Approve Minutes: Schnuer moved, Vrem seconded the motion to approve the minutes of the July 6th meeting as written. The motion was passed by voice vote.
- V. Action Items:
 - a) Marketing Committee Update: Bowersox stated the committee has been meeting every two weeks next meeting will be on July 26th. The committee has been focusing on neighborhood night summer events. The next event is July 27th at an Urbana Bowersox will forward further information to all board members about the event. They are also planning a demonstration of the product on September 15th and September 17th using an iPad to demonstrate the speed and operations of UC2B.
 - b) Resolution authorizing the acquisition of Real Estate – Legner explained to resolution to the board – It has been written and approved by Fred Stavins. Peter Folk from Volo Broadband asked for clarification if this resolution is to obtain actual real estate or easements. Legner stated Easements. Bill Gray, Urbana stated these types of agreements are standard practice. Bowersox made a motion to approve, seconded by Resnick. Board approved by Voice Vote.

- c) Update on Fiber to the Curb – Legner stated the project has been approved. Smeltzer stated that negotiations with the contractors has gone relatively well. Smeltzer asked for Board approval for a transfer of \$90,000 from the electronics budget to the construction budget. Chair Feinen asked for a resolution to be placed on the agenda for the next meeting. Bowersox asked if after transferring this \$90K does this mean we have a complete contingency of 10%? – Smeltzer stated, no, we will be at a full 8% which is what the entities agreed upon.
- d) NTIA grant update – We will be getting a new grant officer soon. They have moved their visit from August 11 and 12 to August 10 and 11th. Smeltzer asked for a special meeting of the Policy Board on August 10th – Board Consensus to approve.

VI. Tasks for next meeting:

- Resolution from Smeltzer about transferring of money.
- Renegotiated contracts by August 3rd
- Scopes – send in email version to Board members
- Sub awards and memorandum of understanding

VII. Audience Participation:

John Gant from GSLIS (Graduate School of Library Information Science) made a presentation to the board regarding canvassing. Gant explained his team's approach to canvassing. His research has proven that a piecemeal approach to canvassing doesn't work so well. A more Strategic plan is more effective. He proposes plan than encompasses both an information gathering component, combined with a marketing component as well as an educational component to better educate the underserved census blocks as well as marketing our product. Board members will be meeting with Professor Gant and will bring a resolution back to the board.

Board Chair Feinen adjourned the meeting at 1:14 p.m.

Next meeting is scheduled for August 3, 2011 from 12:00 noon to 1:30 p.m. in Council Chambers at the City of Champaign, City Building, 102 N. Neil Street.

UC2B RESOLUTION NO. 2011-03

A RESOLUTION

WHEREAS, the Intergovernmental Agreement providing for the creation of the Urbana Champaign Big Broadband System Consortium provides that UC2B shall require the acquisition of certain rights of real estate, and,

WHEREAS, construction of the UC2B network will commence shortly.

NOW THEREFORE, BE IT RESOLVED BY THE URBANA CHAMPAIGN BIG BROADBAND SYSTEM CONSORTIUM POLICY COMMITTEE, as follows:

Section 1. That the City of Champaign is hereby authorized to acquire all real estate necessary for the construction of the Big Broadband Project in a manner provided for the Lead Agency in the Intergovernmental Agreement which created the UC2B Consortium.

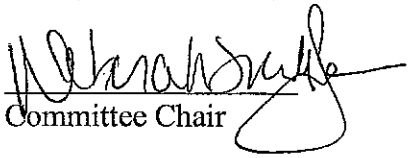
Section 2. That such real estate shall be acquired in the name of the City of Champaign for the use and benefit of the Urbana Champaign Big Broadband Consortium and that any documents or agreements required to accept or acquire such land may be executed by the City Manager of the City of Champaign or the City Manager's designee.

Section 3. That any easements or agreement heretofore acquired or executed by the City of Champaign relative to the right of way or the use of real property for the UC2B project, including but not limited to the agreement with the Village of Savoy, attached hereto, are hereby ratified.

Section 4. That this resolution shall be effective upon approval by the Policy Board.

RESOLUTION No. 2011- 03

DATE PASSED:

APPROVED: 
Policy Committee Chair



UC2B Policy Board Minutes

Special Policy Board Meeting
July 27, 2011

Location:
City of Champaign Council Chambers
102 N. Neil Street
Champaign, IL 61820

Board Members Present: Mike Smeltzer as proxy for Abdul Alkalimat, Reverend Zernial Bogan, Brandon Bowersox, Mike DeLorenzo, Deborah Frank Feinen, Brian Bell as proxy for Minor Jackson, Pete Resnick, Tracy Smith, Fred Halenar as proxy for Richard Schnuer.

Members Absent: none

- I. The meeting was called to order at 12:03 p.m. by Chair Feinen.
- II. Roll Call
- III. Approve Agenda: Halenar moved, Bell seconded the motion to approve the agenda. The motion was passed by voice vote
- IV. Proposed Letter of Understanding for UC2B Start-up Operations: Teri Legner and Champaign's Deputy City Attorney, Trisha Crowley, gave background on the proposed agreement and the schedule for approvals by each of the member agencies. Each is trying to get the Letter of Understanding approved in conjunction with the Federal Subaward Agreements in time for the visit from NTIA representatives on August 10 and in order to get the FTTC construction going as soon as possible. The report included in the agenda packet provides a summary of the major issues being considered by the member entities and includes a preliminary start-up budget for operations. Board Chair Feinen asked for technical questions from the Board.

Smeltzer asked for clarification on Section 12. The University never intended to maintain fiber to the curb. He requested removal of the words "maintain fiber to the curb."

Halenar asked for an explanation of Section B, Item 4E. Crowley stated that the intent is to ensure that all grant funds be expended and that this option be utilized in an effort to cover start-up costs where appropriate.

Bogan questioned the budget for the canvassing operation. Legner explained there is money in the grant that will be utilized to cover canvassing, marketing and outreach efforts as eligible. The canvassing effort will most likely be covered by the University through grant funds and not subawarded to either of the Cities, although that is still under discussion. The marketing and outreach efforts will be coordinated by the City of Champaign as Lead Agency for Operations but the funding will be provided for from the grant via the subaward. There is approximately \$80,000 in the subaward budget for this work and approximately \$450,000 for canvassing. Smeltzer also explained that Professor Gant's program proposal for canvassing is really broken into three sections – Level 1 – informational (sharing/marketing UC2B and its services for connection/subscriptions-the federal grant pays for this), Level 2 – reporting (to understand who and how many people are subscribing and how that impacts the digital divide-the federal grant pays for this) and Level 3 – Research (the grant does not pay for this). Professor Gant has secured his own grant sources to pay for this aspect of the canvassing project.

Bowersox asked about the subaward piece. Legner stated these are on schedule for consideration by Urbana on the 1st and Champaign on the 2nd and are focused on construction-related activities. These serve as the mechanisms necessary to convey the grant funds to the Cities to cover these costs.

Halenar asked about Item B 10, will this be covered by the grant. Smeltzer stated it could be if the University does not start charging until retail services are offered.

Feinen asked about #7 and #8, connectivity in Chicago. Smeltzer stated this was included in the original grant application. He explained that the University already has the pipe to Chicago where the service is much cheaper to purchase and is offering UC2B that same access for the lower cost.

Audience Comments:

Peter Folk would like local vendors to be able to participate in #7 and #8, but overall very happy.

Board Comments:

The Board agreed that the dollar amounts need to be kept simple and as proposed at this point until an operational model and business plan is evaluated, considered and approved. Bill Gray from Urbana stated that Urbana City Council will be poised to approve this proposal at their next meeting August 1st if it is finalized in time, but could possibly need to schedule a special meeting on August 8th for final approval.

Bowersox made a motion stating that the UC2B Policy Board supports the 13 points as amended/revised/discussed today. Seconded by Bogan. Board approved by voice vote.

V. Action Items:

Committee Chair Feinen adjourned the meeting at 12:54 p.m.

Next meeting is scheduled for August 3, 2011 from 12:00 noon to 1:30 p.m. in Council Chambers at the City of Champaign, City Building, 102 N. Neil Street.

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UC2B Policy Board

From Teri Legner, Economic Development Manager, City of Champaign

Date: July 26, 2011

Subject: Proposed Letter of Understanding among the parties of the UC2B Consortium

The purpose of this report is to inform the Policy Board of the status of negotiations on the non-binding Letter of Understanding (LOU) between the City of Champaign, City of Urbana, and the University of Illinois. This report also seeks Policy Committee input on key policy issues under consideration by these member agencies.

A. Status:

On March 3, 2011, representatives of the member agencies met to discuss the primary issues of concern in establishing the Lead Agency for Operations and the responsibilities going forward of the members during the start-up phase of operations. Those issues were reduced to writing on June 21 and submitted to the University for review. The University provided comments back to the Cities on July 18. Since that time, the parties have been exchanging comments/revisions in an effort to get it into final form for approval and ideally in advance of execution of the subawards for construction. The subawards are tentatively scheduled for Council consideration in Urbana and Champaign on August 1 and 2 respectively. The parties agree that it is important to demonstrate to the Federal inspectors at their visit on August 10 and 11 that we are committed to undertaking the project, so we are all working toward formal considerations of both the subawards and the LOU's prior to that time.

B. Primary Issues Under Consideration: Staff is seeking Policy Board input on the following key issues:

1. The term of the agreement at this time is through June 30, 2013 to accommodate the parties' fiscal years and ensure that grant reporting is complete.
2. University is the Lead Agency for Construction as the prime recipient of the federal and state grant funds. It also has the responsibility for grant administration and the associated financial reporting and auditing.
3. Champaign is Lead Agency for Operations and with the following responsibilities:
 - a. Provide staff support to the Policy Board
 - b. Coordinate all UC2B activities as directed by the Policy Board
 - c. Market UC2B services in key census areas, among anchor institutions and more broadly in the community

- d. Manage operations planning during construction
 - e. Manage operations during and after construction
4. The LOU identifies a very **preliminary budget** for start-up operations through 6/30/13 (draft attached)
- a. The preliminary budget does not include operational costs or revenues that may be incurred as a result of business operations. The parties will amend the start-up budget as needed once an evaluation of the operational model and business plan are developed in consultation with a management consultant selected among the parties and by the Policy Board.
 - b. The funding for start-up operations is acknowledged to be made up of member contributions for activities not otherwise funded by the grants. Although, it is also stated that all eligible expenses will be submitted for reimbursement by the University via grant funding prior to seeking member reimbursement.
 - c. The LOU acknowledges that operations may run at a deficit and that the parties are committed to keeping it operational during this period.
 - d. There is agreement that the members will contribute to the operations on a pre-determined formulaic basis – 42% Champaign, 33% University, and 25% Urbana.
 - e. UC2B will reimburse the parties for any unrecovered costs to the extent possible from unspent grant funds.
 - f. The University's financial commitment to the start-up services will cease on June 30, 2013 and it will cease to be a member of UC2B.
5. Certain University personnel will be assigned to the City of Champaign part-time with respect to the Lead Agency of Operations and in support of the Policy Board.
6. University will maintain core networking equipment and electronics for two years starting with the commencement of UC2B retail services.
7. University will provide funds to purchase up to 1 Gbps of internet connectivity in Chicago for 5 years starting with the commencement of UC2B retail services.
8. University will provide up to 1 Gbps of data transport between Chicago and UIUC for 5 years starting with the commencement of UC2B retail services.
9. Prior to the end of the start-up period, the University will transfer the infrastructure assets over to UC2B.
10. UC2B will lease space for UC2B core network equipment from the University of Illinois in Telecommunications Nodes 8 and 9 (Enterprise Works and the Siebel Center) at a rate of \$1,000 per month per Node and pay the power bill for each. UC2B personnel will have access to the UC2B spaces in Nodes 8 and 9 twenty-four hours-a-day, every day of the year.
11. UC2B will enter into Indefeasible Rights of Use agreements (IRUs) with the City of Champaign, the City of Urbana and the University of Illinois for their private use of specified strands of dark fiber on the seven UC2B rings for 20 years. UC2B will also enter

into renewable 5 year fiber maintenance agreements with Champaign, Urbana and the University for such regular maintenance expenses as utility locating and fiber repair.

12. The University will maintain core network equipment and electronics and maintain fiber to the curb for 2 years starting from the beginning of retail operations. The core network electronics consist of all UC2B electronics located in University nodes 8 and 9, as well as the electronics located in the 12 neighborhood cabinets. The electronics located at customer sites are specifically not supported by the University, but by mutual agreement, UC2B may contract with the University for support of the core network electronics following the start-up period.

13. The LOU is not a binding document. To the extent that binding agreements are necessary to implement any actions described in the LOU, the actions will be implemented through other legal means such as sub-grants, amendments to the Intergovernmental Agreement creating UC2B, and Intergovernmental Personnel Assignments (IPAs).

C. Summary: Additional Policy Board comments or recommendations are welcome at this time so that they may be considered by the member agencies.

Prepared by:

Teri Legner
Economic Development Manager
City of Champaign

Attachment: Preliminary LOU budget

UC2B
Proposed Budget

<u>Description</u>	<u>Total Costs</u>
Salaries & Fringes	\$268,261.91
Professional Fees	\$275,966.50
Operating Expenses	\$40,000.00
Admin fee	\$55,818.59
Other **	\$80,000.00
Total	<u>\$720,047.00</u>

<u>Salary details</u>	<u>Assume</u>	<u>Range</u>	<u>Salary</u>	<u>Fringe %</u>	<u>FTE</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Coordinator	G-32	\$70,647-\$90,109	\$85,000.00	30.00%	0.90	\$99,450.00	\$101,439.00	\$200,889.00
Secretary 1	G-18	\$35,261-\$45,483	\$40,372.00	37.69%	0.60	\$33,352.92	\$34,019.98	\$67,372.91
Law Clerk	G-Temp	12.82	\$26,665.60	7.65%	1.00	\$28,705.52	\$29,279.63	\$57,985.15
Total Salaries			<u>\$125,372.00</u>			<u>\$132,802.92</u>	<u>\$135,458.98</u>	<u>\$268,261.91</u>

<u>Professional Fees</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Audit	\$5,000.00	\$5,000.00	\$10,000.00
Legal services	\$112,365.00	\$112,365.00	\$224,730.00
Legal expenses (5% of services)	\$5,618.25	\$5,618.25	\$11,236.50
Broadband operations consulting	\$40,000.00	\$0.00	\$40,000.00
Total Professional Fees	<u>\$157,983.25</u>	<u>\$117,983.25</u>	<u>\$275,966.50</u>

<u>Operating Expenses</u>	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
Dues and subscriptions	\$1,500.00	\$1,500.00	\$3,000.00
Postage and shipping	\$6,500.00	\$6,500.00	\$13,000.00
Printing/copying	\$3,000.00	\$3,000.00	\$6,000.00
Registration/education	\$3,000.00	\$3,000.00	\$6,000.00
Supplies	\$2,000.00	\$2,000.00	\$4,000.00
Other	\$4,000.00	\$4,000.00	\$8,000.00
Total Operating Expenses	<u>\$20,000.00</u>	<u>\$20,000.00</u>	<u>\$40,000.00</u>

	<u>Total FY11/12</u>	<u>Total FY12/13</u>	<u>Grand Total</u>
NOTE: Percent of Admin fee as compared to Total Costs	\$27,223.46	\$28,584.63	\$55,808.09
			7.75%

GRAND TOTAL	<u>\$338,009.63</u>	<u>\$302,026.87</u>	<u>\$640,036.50</u>
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<u>Other Grant funded activities **</u>			
Marketing and outreach	\$50,000.00	\$30,000.00	\$80,000.00

GRAND TOTAL including Other **	<u>\$388,009.63</u>	<u>\$332,026.87</u>	<u>\$720,036.50</u>
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REPORT TO POLICY BOARD

From: Mike Smeltzer, Project Investigator
Date: July 29, 2011
Subject: Summary of Reductions in Scope for the UC2B Fiber Infrastructure

All of the following changes save money, either through reduced material costs, reduced labor costs or both. None of the changes singly or collectively negatively impact our ability to deliver the services we promised to the locations we promised.

1. Eliminate all spare ducts

The spare duct would have been useful in some repair or expansion scenarios, but the project can be successful without it. Advances in Wave Division Multiplexing (WDM) technologies allow UC2B to increase capacity by using multiple colors of light over the existing fiber strands rather than by adding additional fiber strands.

2. Reduce the strand count on backbone rings 288 to 216

216 strands still give UC2B enough strands of fiber on every ring to support a community-wide rollout of Active Ethernet-based fiber-to-the-premise service. WDM technology promises to fill any future need for additional capacity.

3. Combine paralleling 216 count cables into a single 432 count cable where applicable

This will increase the importance of having a good fiber management/tracking system, but that was always going to be important.

4. Eliminate the Rising Road loop, remain on Staley from Kirby to Windsor (based on base bid route)

This solves an easement issue and shortens Ring #3 by two miles.

5. Reconfigure 2 rings around Station #6

This transfers two miles of ring fiber from Ring #3 to Ring #4 and provides easy access to both rings from Fire Station #6 – so that it could function as a core node for those rings.

6. Reduce conduit thickness from SDR 9 to SDR 13.5 and change backbone conduits from 1.5” diameter to 1.25” diameter

SDR 13.5 is thinner than SDR 9, so it costs less and is easier to work with in manholes. For very long conduit pulls, it stretches more, but with #11 below, there will not be many long pulls. The change to a smaller diameter also reduces the cost of the conduit, but this was suggested by the contractors, for it makes “blowing” fiber into the conduits easier.

7. Eliminate sites outside the FTTP areas that were not originally part of the grant application.

There had been a little scope creep and half-dozen sites had advanced to the “original” list that were not “originals”. They are back on the “Additional” list.

8. Contractors purchase pre-populated neighborhood cabinets

This turns out to be a financial wash for the contractors, but it will save us time and effort later. It also pre-tests all of the equipment in the cabinets.

9. Reduce frequency of as-built GIS data points from 30’ to 100’

Even with this change, the UC2B fiber will be the best-documented underground infrastructure in the County. GIS readings will also be taken any time the fiber changes direction or elevation. For segments shorter than 100', a reading will be taken in the middle of that segment.

10. Allow plowing in conduit in open “rural” areas

There are approximately 40,000 linear feet where conduit can be installed by plowing rather than directional boring. Plowing is both faster and less expensive.

11. Relax pull tape requirements

Both contractors intend to blow the backbone ring fiber into the conduits, so pull-tapes would be a waste. In the FTTP areas, pull tapes will still be installed in the open conduits that are waiting to have drop cables run through them.

12. Allow conduit splices

Many of the conduit segments on the backbone rings are in the 800 to 1,200 foot range. Small boring machines can handle enough pipes to do 400-foot bores with no additional pipe requirements. To do a single bore that is longer than 400 feet would typically require a larger boring machine and a trailer of extra pipes and personnel to deal with them. By allowing spliced conduits, an 800-foot segment can be done by having two small 400-foot-capacity boring rigs at each end and having them meet in the middle, where the two conduit sections can be sliced together once they are pulled. This is faster and less expensive for the contractors, as small boring machines are cheaper to operate than large ones and less labor is required for the pipes. As long as we get XYZ GPS coordinates of the conduit splice locations, the spliced conduit segments should be as useful as non-spliced ones.

13. Switch to pea gravel instead of stainless steel mesh in hand holes

This is to keep out rodents and snakes. The old “standard” was wire-mesh; the new standard is pea gravel. It works just as well and costs less. In small handholes, by the time you cut out holes for the two conduits, there is not much wire mesh left. The pea gravel just flows where needed.

14. Relax the fiber specification

There are different grades of fiber that are differentiated by how well they transmit light at various wavelengths over long distances. We had some specification creep in our bid documents. We do not need deluxe fiber for UC2B. The very lowest grade of fiber made today is more than adequate for UC2B's needs. We have relatively very short distances to cover. If we were buying fiber to go to Denver, then we might want a higher grade with less light loss. This will not impact the performance of the UC2B network.

15. Reduce the length of fiber in pulling manholes

Some backbone ring manholes are used to house fiber splice cases. Some manholes are used to store extra “slack” fiber. Some are merely places to “come up for air” when installing the conduits (every 800-1,200 feet) and to then use for pulling fiber into the conduits. The bid specification called for one “wrap” of fiber in those pulling manholes. The contractors requested that the fiber not wrap, which allows them to blow fiber over longer distances and saves them time and money.

16. Eliminate fiber end sealing requirements

The cables themselves are self-sealing. They should be taped for protection, but should some water penetrate the tape, there is material in the cables that swells when wet and prevents water from penetrating more than a foot up the cable. Taping is quicker and less expensive than sealing.

17. Use small ground cable in manholes and handholds

This was another small specification creep. We are not grounding for lightning protection, just for locating the cables. By reducing the ground wire size from #6 AGW to #12 TW, the contractors will spend far less on copper, which is at a premium these days.

18. Eliminate ROW permits and street degradation fees in Champaign

Urbana had already agreed to do this in their bid documents. Champaign has since agreed to do this as well.

19. Relax schedule for 66.7% interim project completion

NTIA wants us to have spent 66.7% of our funds by January 31, 2012. They do not want us to incur overtime charges to do so. NITA wants UC2B and its contractors to make a best effort to reach 66.7% of funds spent by 12/31/2012. Because all categories of the budget are not spent at the same rate, we could actually reach 67% of funds spent while only completing 60% of the construction.

20. Revise cable marker spacing

Between our manholes and handholds it will be hard to miss where the UC2B underground infrastructure is located if you are looking for underground infrastructure. Spacing the markers at greater distances will improve aesthetics and not compromise our fiber cables.

21. Elimination of deep excavations (5' or greater) for manholes at rail crossings

Railroads typically want very deep pits dug if there will be a manhole close to their tracks as part of a railroad crossing. If we move the manholes further away from the tracks, we will not need to dig the expensive deep pits, which create safety issues as well.

22. Acceptance of fiber in segments

Rather than waiting for an entire ring to be completed, UC2B will accept properly installed and tested fiber in segments as it is installed.

COUNCIL BILL NO. 2011 –

A RESOLUTION
AUTHORIZING THE CITY MANAGER TO EXECUTE A FEDERAL SUBAWARD
AGREEMENT WITH THE UNIVERSITY OF ILLINOIS AND TO ENTER INTO A
CONTRACT WITH WESTERN UTILITY CONTRACTORS FOR CONSTRUCTION OF THE
UC2B PROJECT
(UC2B – University of Illinois – Western Utility Contractors)

WHEREAS, the City of Champaign, the City of Urbana and the University of Illinois have entered into an Intergovernmental Agreement providing for the Creation of the Urbana-Champaign Big Broadband System Consortium as part of an application for federal financial assistance to construct a fiber-optic infrastructure that would provide high-speed, low-cost internet and local connectivity to residents, businesses and identified anchor institutions in the community; and

WHEREAS, the University of Illinois received financial assistance award No. NT10BIX5570044 (“Prime Award”) from the U.S. Department of Commerce for construction of Urbana-Champaign Big Broadband – Below Ground (UC2B Middle Mile & Last Mile Infrastructure) (“Project”); and

WHEREAS, the Prime Award contemplates that the University of Illinois will act as a pass-through entity to award financial assistance to both the City of Champaign and the City of Urbana as subrecipient for construction of the broadband rings in their respective jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS, as follows:

Section 1. That the Federal Subaward Agreement, Subaward No. 2010-00873-01, Illinois Grant Code No. A2099, CFDA No. 11.557, CFDA Program titled “Broadband Technology Opportunities Program (BTOP) attached hereto as Attachment 1 and incorporated by reference herein is hereby approved.

Section 2. That the City Manager is hereby authorized to execute the Federal Subaward Agreement, Subaward No. 2010-00873-01, approved in Section 1 in substantially the same form as attached hereto upon receiving notice from the University of Illinois that it is prepared to issue the Subaward to the Cities of Champaign and Urbana.

Section 3. That, upon executing the Subaward authorized in Section 1, the City Manager is authorized to execute a contract with Western Utility Contractors, for a negotiated amount of \$9,329,000.

COUNCIL BILL NO. 2011 –

PASSED:

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney



FEDERAL SUBAWARD AGREEMENT

SUBAWARD NO. 2010-00873-01

ILLINOIS GRANT CODE: A2099

CFDA NO. 11.557

**CFDA PROGRAM TITLE: BROADBAND TECHNOLOGY
OPPORTUNITIES PROGRAM (BTOP)**

This Federal Subaward Agreement is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("ILLINOIS"), and the CITY OF CHAMPAIGN, an Illinois municipal corporation ("SUBRECIPIENT").

BACKGROUND

ILLINOIS, the City of Urbana, and the City of Champaign (each a "UC2B member") entered into the *Intergovernmental Agreement providing for the Creation of the Urbana-Champaign Big Broadband System Consortium ("IGA")* as part of an application for federal financial assistance to construct a fiber-optic infrastructure that would provide high-speed, low-cost internet and local connectivity to residents, businesses and identified anchor institutions in the community.

ILLINOIS received financial assistance award No. NT10BIX5570044 ("Prime Award") from the U.S. Department of Commerce ("Agency") for construction of *Urbana-Champaign Big Broadband – Below Ground (UC2B Middle Mile & Last Mile Infrastructure ("Project"))*.

The Prime Award contemplates that ILLINOIS will act as a pass-through entity to award financial assistance to both cities as subrecipients.

This agreement is not intended to amend the IGA but, rather, is made to award financial assistance in accordance with the Prime Award and federal law.

ARTICLE 1 - The Project

1.1. Statement of Work. SUBRECIPIENT shall perform the activities, described in the Statement of Work ("SOW") (Attachment 1)..

1.2. *Other Documents.* SUBRECIPIENT shall provide copies of all contracts awarded in conjunction with this Project to ILLINOIS' Administrative Representative.

1.3. *Period of Performance.* The Project period of performance is from February 1, 2010 through June 30, 2013. SUBRECIPIENT must notify ILLINOIS as soon as possible of any reason that might interfere with SUBRECIPIENT's ability to fully perform the Project within the period of performance.

1.4. *Suspension of Work.* ILLINOIS may suspend the Project at any time by telephone or e-mail notice to SUBRECIPIENT's Technical Representative, followed by written notice to SUBRECIPIENT's Administrative Representative no later than 10 calendar days after the initial notice. Upon receipt of first notice, SUBRECIPIENT shall stop performance until ILLINOIS notifies SUBRECIPIENT to resume. ILLINOIS will provide SUBRECIPIENT the reasons for suspension. ILLINOIS will not be obligated to reimburse SUBRECIPIENT for any expenses incurred during the suspension period unless otherwise agreed in writing;

ARTICLE 2 – Financial and Administrative Matters

2.1. This agreement is made on a cost reimbursement basis. The total award is no more than \$10,890,836 based on the budget at **Attachment 3**.

2.2. (a) ILLINOIS shall not be liable to SUBRECIPIENT for any expenses or costs that exceed the amount currently obligated, or for any unobligated portion of the estimated total award. Changes to the amount currently obligated and estimated total award are valid only if made by ILLINOIS by written amendment. However, the parties acknowledge that the construction contract to be awarded to Western Utilities and funded under this agreement, together with the 8% contingency amount, ("Construction Budget") is one of three interrelated Project components to be completed by the UC2B members. At the end of the Project construction phase, if one of the UC2B members has exceeded its Construction Budget, ILLINOIS will transfer to that UC2B member any unexpended funds that were originally assigned to the Construction Budgets of the other two UC2B members. If two of the UC2B members exceed their Construction Budgets, any unexpended funds in the Construction Budget of the third UC2B member shall be applied proportionately to the budget deficiencies of the two. Construction Budgets for the UC2B members are: for SUBRECIPIENT \$10,093,680, for Urbana \$5,421,600, and for ILLINOIS \$1,512,000.

2.3. ILLINOIS's obligation to pay SUBRECIPIENT shall at all times be conditioned upon ILLINOIS's receipt of Agency funds under the Prime Award.

2.4. Preaward costs are allowed in accordance with the Agency's Notice of Funds Availability, found at 74 Fed. Reg. 33104 (July 9, 2009). Specifically, *pre-application expenses* are reimbursable if they were incurred between July 10, 2009 and Aug. 19, 2009. *Pre-application expense* means any reasonable expense incurred within the designated time period to prepare an application, including engineering costs and accounting/consultant fees.

2.5. ILLINOIS will determine the allowability of SUBRECIPIENT costs in accordance with the Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87). If the Agency determines any cost reimbursed to SUBRECIPIENT to be unallowable, ILLINOIS may reduce a subsequent payment to SUBRECIPIENT in the unallowed amount, or SUBRECIPIENT shall repay the unallowed amount to ILLINOIS.

2.6. *Rebudgeting.* SUBRECIPIENT must submit any budget change requests to ILLINOIS' Technical and Financial Representatives, who shall make a final determination.

2.7. Not more frequently than monthly, SUBRECIPIENT shall submit to the ILLINOIS Financial Representative invoices for allowable costs incurred. Failure to provide proper invoices may delay payment. SUBRECIPIENT will furnish to ILLINOIS supporting documentation of costs upon request. All invoices must include, at a minimum, the following:

- a) a current and cumulative breakdown of costs in accordance with the budget categories, including number of hours worked if relevant, and any required cost-sharing, in separate columns;
- b) Subaward ID number and ILLINOIS Grant Code ID number;
- c) signature by SUBRECIPIENT's appropriate administrative official;
- d) a certification in a form substantially similar to the following:

I certify that all expenditures reported (or payments requested) are for appropriate purposes and in accordance with the Agreements set forth in the application and award documents.

(Signature by appropriate SUBRECIPIENT Representative)

2.8. SUBRECIPIENT must clearly identify the final invoice as "final" and submit it no later than 60 days after expiration or earlier termination of this agreement.

2.9. All payments shall be provisional and subject to adjustment by ILLINOIS as a result of an adverse audit finding against SUBRECIPIENT.

2.10 SUBRECIPIENT shall use best efforts to assist ILLINOIS in meeting its cost sharing obligations under the Prime Award.

ARTICLE 3 - Reports

3.1. Programmatic/Technical Reports. SUBRECIPIENT shall furnish to ILLINOIS all technical and progress reports and assistance reasonably requested by ILLINOIS' Technical Director to meet ILLINOIS' obligations under the Prime Award.

SUBRECIPIENT will file a quarterly progress report to ILLINOIS before the 15th day following the end of a calendar quarter. The quarterly report will include the following information for the previous calendar quarter:

- (a) The number of new network miles of conduit and fiber deployed -- both backbone ring and Fiber-to-the- Curb (FTTC.) The sum of (b) and (c) should equal (a).
- (b) The number of existing network miles of conduit and fiber upgraded -- both backbone ring and FTTC.
- (c) The number of miles of new conduit and fiber installed -- both backbone ring and FTTC.
- (d) The number of new and/or upgraded interconnection points (manholes and handholes).
- (e) The number of Community Anchor Institutions passed with UC2B fiber to the curb – either backbone ring or FTTC – and a list of their names and addresses.
- (f) The number of FTTP households passed with UC2B fiber to the curb.
- (g) The number of FTTP businesses passed with UC2B fiber to the curb.

SUBRECIPIENT must submit the Final Progress Report to ILLINOIS' Technical Director no later than 60 days after expiration or earlier termination of this agreement.

3.2. Financial Reports. Invoices submitted in the format described in Article 2 shall constitute financial reports. SUBRECIPIENT must furnish any ad-hoc financial reports to ILLINOIS that ILLINOIS deems necessary to meet its obligations under the Prime Award. SUBRECIPIENT must maintain and submit weekly certified payroll reports and the Statement of Compliance for itself and all contractors and subcontractors in accordance with the American Recovery and Reinvestment Act of 2009 and the Davis-Bacon Act.

3.3 ARRA Reporting Requirements. SUBRECIPIENT must comply with the ARRA Technical and Financial Reporting Requirements described in **Attachment 4**.

ARTICLE 4 - Assignments and Lower-Tier Subrecipients

SUBRECIPIENT may not assign or subcontract to a third party any portion of its obligations or rights under this agreement, or pass through funds to a subrecipient, without the prior written consent of the ILLINOIS Technical Representative, which shall not be unreasonably withheld. If assignment, subcontracting or pass-through is permitted, SUBRECIPIENT shall not be released from its obligations to ILLINOIS under this agreement.

ARTICLE 5 – Records Retention, Audits and Monitoring

5.1 Records Retention. SUBRECIPIENT shall retain all books and records pertinent to this Agreement for a minimum of three years from the date of final payment. SUBRECIPIENT shall retain all records relating to audits, appeals, litigation or the settlement of claims arising out of performance of this agreement until final resolution of the audits, appeals, litigation or claims.

5.2. Audits. Upon reasonable notice, SUBRECIPIENT shall make the books and records available to ILLINOIS and to any state or federal agency with authority or oversight over the agreement at SUBRECIPIENT's place of business for examination and copying during normal business hours.

5.3. Stewardship. ILLINOIS and Agency will exercise Federal stewardship in overseeing the Project. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and temporary intervention in unusual circumstances to correct deficiencies that develop during the Project; assuring compliance with terms and conditions; and reviewing technical performance after Project completion to ensure that the award objectives have been accomplished. SUBRECIPIENT shall provide information and documents required or requested by ILLINOIS and Agency and shall provide assistance, support, and access required or requested for the purpose of exercising stewardship over the Project.

(a) ILLINOIS and Agency and their representatives (e.g., independent auditors, Project managers) may make site visits at any time to review SUBRECIPIENT's performance under this agreement, to review management control systems, and to provide technical advice and assistance, as necessary. SUBRECIPIENT must provide reasonable access to all facilities and sites and provide reasonable resources and assistance requested by ILLINOIS and Agency and their representatives for safety, convenience, or other purposes. ILLINOIS will provide reasonable advance notice of site visits and will minimize interference with ongoing work.

(b) SUBRECIPIENT shall cooperate with ILLINOIS to resolve instances of SUBRECIPIENT non-compliance with federal requirements through corrective action.

(c). If SUBRECIPIENT is subject to federal audit requirements, SUBRECIPIENT shall notify ILLINOIS of completion of required audits and of any adverse findings that may impact this agreement.

ARTICLE 6 – Liability

This agreement does not imply a waiver by either party of any defenses or immunities afforded by law. The liability of the parties shall be as provided by law.

ARTICLE 7 – Term and Termination

7.1. This agreement is effective on the date signed by both parties' authorized signatories and shall expire on the end date of the period of performance, unless sooner terminated. Any provisions of this agreement that must survive expiration in order to be effective shall survive.

7.2 *Non-appropriation, Insufficient Appropriation.* In the event of non-appropriation or insufficient appropriation from Agency, ILLINOIS shall reimburse SUBRECIPIENT for allowable expenditures incurred in the performance of authorized services under this agreement prior to the effective date of termination, which shall be the date stated in the written termination notice provided to SUBRECIPIENT. ILLINOIS will provide such notice to SUBRECIPIENT as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation.

7.3. Upon its receipt of notice of termination, SUBRECIPIENT shall cease incurring costs and shall take action to cancel all outstanding obligations that can be reasonably cancelled. Within 30 days of the effective date of termination, SUBRECIPIENT shall submit a termination claim to ILLINOIS. SUBRECIPIENT shall be entitled to reimbursement for allowable costs incurred to the date of termination and for all noncancellable obligations up to, but not to exceed, the obligated amount under this agreement.

ARTICLE 8 – Notices

Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the Technical and Administrative Representatives in **Attachment 4**.

ARTICLE 9 – Amendments

No modification to this agreement will be effective unless made by written amendment signed by each party's authorized representative.

ARTICLE 10 – Federal Terms

10.1. SUBRECIPIENT shall comply with all *subrecipient* and *subgrantee* requirements set forth in the following documents and attachments, all of which form part of this Agreement, and shall cooperate with and reasonably assist ILLINOIS in complying with all recipient requirements:

- (a) **Attachment 5:** The American Recovery and Reinvestment Act Agency Award Terms;
- (b) **Attachment 6:** Department of Commercial Financial Assistance Standard Terms and Conditions; and
- (c) **Attachment 7:** Special Award Conditions with amendments
- (d) Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (15 C.F.R. part 24).
- (e) Department of Commerce pre-Award Notification Requirements for Grants and Cooperative Agreements, 73 Fed. Reg. 7696 (Feb. 11, 2008).

10.2. *National Policy Requirements.* SUBRECIPIENT has read and agrees to comply with all relevant national policy requirements set forth at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>. The relevant policy requirements form a part of this agreement by reference.

10.3. *Certification Regarding Lobbying.* By signing this agreement, SUBRECIPIENT certifies: (a) No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT 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) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, **SUBRECIPIENT shall complete and submit to ILLINOIS Standard Form -LLL, "Disclosure Form to Report Lobbying"(Attachment 8).**

(c) SUBRECIPIENT shall 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 shall certify and disclose accordingly.

(d) 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

10.2. Debarment and Suspension. SUBRICIPIENT certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any 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 (1)(b) 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.

ARTICLE 11 – COUNTERPARTS

The parties may sign this agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the agreement. Facsimile signatures shall constitute original signatures for all purposes.

ARTICLE 12 - INTEGRATION

This agreement, together with its Attachments and referenced documents, contains the entire understanding of the parties concerning the subject matter and supersedes all

previous or contemporaneous communications, either verbal or written, between the parties. The Attachments are:

- Attachment 1: Statement of Work
- Attachment 1A: Community Anchor Institutions and Indefeasible Rights of Use Sites
- Attachment 2: Construction Documents
- Attachment 3: Budget
- Attachment 4: Designated Representatives
- Attachment 5: Department of Commerce American Recovery and Reinvestment Act Award Terms (ARRA)
- Attachment 5A: ARRA Reporting Template
- Attachment 6: Department of Commerce Standard Terms and Conditions
- Attachment 7: Special Award Conditions
- Attachment 8: Disclosure Form to Report Lobbying

The parties have authorized the following contract signatories to execute this Agreement.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

By: _____
Walter K. Knorr, Comptroller

Date: _____

**SUBRECIPIENT:
CITY OF CHAMPAIGN**

By: _____
Name/Title

Date: _____

Federal Employment Identification

Attachment 1

Statement of Work for sub-award to the City of Champaign by the University of Illinois for work on Urbana-Champaign Big Broadband

The Urbana-Champaign Big Broadband (UC2B) project will install conduit, fiber cables, manholes, and equipment in rights-of-way belonging to the City of Champaign. Further the UC2B project will install lateral fiber connections from some manholes to city-owned facilities on city-owned property. To facilitate the orderly process of planning and constructing that infrastructure, the City of Champaign will engage in planning and inspecting activities by various staff members.

Working with University of Illinois and City of Urbana staff as well as with hired engineers, consultants and contractors the City of Champaign will:

1. Participate with the University and the City of Urbana in preparing the UC2B grant application.
2. Conduct a pre-application survey to determine the Census Block Groups in Champaign-Urbana that are underserved according to NTIA's definitions.
3. Assist with preparation of an environmental assessment for the construction project.
4. Help create bid specifications for fiber-optic engineering work.
5. Participate in the selection of a fiber-optic-infrastructure engineering firm.
6. Provide Geographic Information System (GIS) data for the City of Champaign and other areas as needed to the fiber-optic-infrastructure engineering firm.
7. Participate in the review and refinement of the detailed construction plans produced by the fiber-optic-infrastructure engineering firm.
8. Help create the bid specifications for fiber-optic construction based on the plans produced by the fiber-optic-infrastructure engineering firm.
9. Participate in the selection of a fiber-optic-infrastructure construction firm and contract with that firm to build the "Champaign Areas" as defined in the construction documents.
10. Perform the work according to the Construction Documents (which includes Plans, Specifications, Addendums and Alternate Bids). The Construction Documents are provided on the disk marked **Attachment 2 and include installing** fiber backbone rings in the "Champaign Areas" as defined in the construction documents and fiber to-the-curb to 85 Community Anchor Institution and Indefeasible Rights-

of-Use (IRU) sites outside the Fiber-to-the-Premise areas that are designated as "Original" or "IRU" sites in Attachment 1A. The Construction Documents also include installing fiber to the curb to all developed parcels in the following six Census Block Groups as designated by the 2000 census: 2-1, 2-2, 7-1, 7-3, 9.01-3 and 12.01-2.

11. Provide Geographic Information System (GIS) data for the City of Champaign and other areas as needed to the fiber-optic-infrastructure construction firm.
12. Be responsible for construction management, construction observation, construction administration and construction inspection in accordance with the Construction Documents. The City of Champaign or its assignees will inspect the daily work and progress of the fiber-optic construction and report issues to the contractor and to ILLINOIS' Technical Director.
13. Collect bi-weekly timesheets from the contractor and other documentation required by the BTOP grant and the Davis-Bacon Act and forward that information to the University's Grants and Contract's office.
14. Inspect the restoration activities required as a result of the fiber-optic construction and report issues to the contractor and to ILLINOIS Technical Director.
15. Develop and implement a marketing and outreach plan to deliver UC2B services to the designated census areas, anchor institutions, and others throughout the UC2B service area.



Does not include Anchors in FTTP areas

COLO Locations where multiple Anchors Share a common building

		Addition			Totals
		Original Sites	al Sites	IRU Sites	
# of Locations in FTTP Build Areas	0	0	0	0	0
# of Locations connected to UIUC Network	0	0	0	0	0
# of Locations that are Co-Located with Another Institution	13	6	6	1	13
# of Locations that already have existing conduit and lateral fiber	0	0	0	0	0
# of Locations in Champ0 - (CORE)	128	66	42	20	128
# of Locations in Univ0 (CORE)	0	0	0	0	0
# of Locations In Urbana0 (CORE)	0	0	0	0	0
Total Number of Locations in CORE Lateral Design	128	66	42	20	128
Totals:	141	72	48	21	141

72	Original	Base Construction Total Sites	86	Total # of all locations on list	141		141
48	Additional	Anchor & IRU Laterals	86				
21	IRU	Additional Lateral Sites	42				
141							

	Total	Original	Additional	IRU	Totals
# of IRU Locations	53	31	1	21	53
# of AE Locations	73	34	39	0	73
# of FUTURE Possible Dark Fiber Locations	14	7	7	0	14
# of UIUC Locations - nothing needed	1	0	1	0	1
Totals:	141	72	48	21	141

map num	Original or Additional Anchor	name	Street_Address	city	site type	NTIA_Group	IRU? or AE? or FUTURE?	# of strands on drop cable	Redundant Connections?
2	Original	City of Champaign - City Building	102 N Neil St	Champaign	City of Champaign	Gov Fac	IRU	24	YES
12	Original	Champaign-Urbana Mass Transit District - Intermodal Transportation Center (Illinois Terminal)	45 E University Av	Champaign	MTD	Gov Fac	IRU	12	
13	Original	Village of Savoy - Municipal Center	611 N Dunlap St	Savoy	Village of Savoy	Gov Fac	AE	1	
17	Original	City of Champaign Township	203 W Green St	Champaign	City of Champaign	Gov Fac	IRU	24	
18	Original	Champaign Township	3900 Kearns Dr	Champaign	City of Champaign	Gov Fac	IRU	24	
22	Original	City of Champaign - Fire Department (Station 1)	307 S Randolph St	Champaign	City of Champaign	Pub Safety	IRU	24	
23	Original	City of Champaign - Fire Department (Station 2)	1901 S Prospect Av	Champaign	City of Champaign	Pub Safety	IRU	24	
25	Original	City of Champaign - Fire Department (Station 4)	2315 W John St	Champaign	City of Champaign	Pub Safety	IRU	24	
26	Original	City of Champaign - Fire Department (Station 5)	1810 N Mattis Av	Champaign	City of Champaign	Pub Safety	IRU	24	
31	Original	Village of Savoy - Police & Fire Department	106 Tomaras Av	Savoy	Village of Savoy	Pub Safety	AE	1	
33	Original	University of Illinois Willard Airport	11 Airport Rd	Savoy	UIUC	Pub Safety	IRU	36	
33	Original	Federal Aviation Administration	1 Airport Rd	Savoy	Federal Government	Gov Fac	IRU	COLO	
37	Original	Eastern Prairie Fire Protection District	424 Wilbur Av	Champaign	Public Safety	Pub Safety	AE	1	
40	Original	Parkland College	2400 W Bradley Av	Champaign	Parkland	Com Coll	AE	24	YES

40	Original	Parkland College Police	2400 W Bradley Av	Champaign	Parkland	Pub Safety	AE	COLO	YES
41	Original	Champaign Unit 4 Schools - South Side School	712 S Pine St	Champaign	Champaign Unit 4	K-12	IRU	12	
43	Original	Champaign Unit 4 Schools - Central High School	610 W University Av	Champaign	Champaign Unit 4	K-12	IRU	12	
44	Original	Champaign Unit 4 Schools - Centennial High School	913 S Crescent Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
47	Original	Champaign Unit 4 Schools - Edison Middle School	306 W Green St	Champaign	Champaign Unit 4	K-12	IRU	12	
48	Original	Champaign Unit 4 Schools - Franklin Middle School	817 N Harris Av	Champaign	Champaign Unit 4	K-12	IRU	12	
49	Original	Champaign Unit 4 Schools - Jefferson Middle School	1115 S Crescent Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
50	Original	Judah Christian School	908 N Prospect Av	Champaign	Private School	K-12	AE	1	
51	Original	Holy Cross School	405 W Clark St	Champaign	Private School	K-12	AE	12	
51	Original	Holy Cross Catholic Church	405 W Clark St	Champaign	Religious	Com Supp	AE	COLO	
52	Original	St. Matthew's School	1307 Lincolnshire Dr	Champaign	Private School	K-12	AE	12	
52	Original	St. Matthew's Catholic Church	1303 Lincolnshire Dr	Champaign	Religious	Com Supp	AE	COLO	
53	Original	Countryside School	4301 W Kirby Av	Champaign	Private School	K-12	AE	1	
54	Original	St John's Lutheran School	509 S Mattis Av	Champaign	Private School	K-12	AE	12	
54	Original	St John's Lutheran Church	509 S Mattis Av	Champaign	Religious	Com Supp	AE	COLO	
56	Original	Champaign Unit 4 Schools - Bottenfield School	1801 S Prospect Av	Champaign	Champaign Unit 4	K-12	IRU	12	
57	Original	Champaign Unit 4 Schools - Carrie Busey School	1605 W Kirby Av	Champaign	Champaign Unit 4	K-12	IRU	12	
58	Original	Champaign Unit 4 Schools - Stratton School	902 N Randolph St	Champaign	Champaign Unit 4	K-12	IRU	12	
59	Original	Champaign Unit 4 Schools - Dr. Howard School	1117 W Park Av	Champaign	Champaign Unit 4	K-12	IRU	12	
61	Original	Champaign Unit 4 Schools - Kenwood School	1101 Stratford Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
63	Original	Champaign Unit 4 Schools - Barkstall School	2201 Hallbeck Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
64	Original	Champaign Unit 4 Schools - Robeson School	2501 Southmoor Dr	Champaign	Champaign Unit 4	K-12	IRU	12	
67	Original	Champaign Unit 4 Schools - Westview School	703 E Russell St	Champaign	Champaign Unit 4	K-12	IRU	12	
78	Original	Lincoln Trail Libraries System	1704 Interstate Dr	Champaign	Education & Library	Library	IRU	12	
80	Original	Champaign Public Library - Main Branch	200 W Green St	Champaign	City of Champaign	Library	IRU	24	
81	Original	Champaign Park District - Bresnan Center	706 Kenwood Rd	Champaign	Champaign Park District	Com Supp	AE	1	
82	Original	Champaign Park District - Leonhard Center	2212 Sangamon Dr	Champaign	Champaign Park District	Com Supp	AE	1	
85	Original	Stevick Senior Center	48 E Main St	Champaign	Senior Living & Activity	Com Supp	AE	1	
86	Original	Champaign Park District - Springer Center	301 N Randolph St	Champaign	Champaign Park District	Com Supp	AE	1	
89	Original	Orpheum Children's Science Museum	346 N Neil St	Champaign	Youth	Com Supp	AE	1	
90	Original	U.S. Army EDRC-CERL	2902 Newmark Dr	Champaign	Federal Government	Gov Fac	AE	12	
92	Original	Champaign Park District - Hays Center	1311 W Church St	Champaign	Champaign Park District	Com Supp	AE	1	
93	Original	St. Thomas More HS	3901 N Mattis Av	Champaign	Private School	K-12	AE	1	
97	Original	Housing Authority of Champaign County - Washington Square	108 W Washington St	Champaign	HACC	Pub House	AE	1	
102	Original	Carle Clinic Champaign on Kirby	1813 W Kirby Av	Champaign	Carle	Medical	FUTURE	12	
103	Original	Windsor of Savoy	401 Burwash Av	Savoy	Senior Living & Activity	Com Supp	AE	1	
105	Original	Pro Ambulance	408 S Neil St	Champaign	Public Safety	Pub Safety	FUTURE	12	

106	Original	Christie Clinic - Champaign on University	101 W University Av	Champaign	Christie	Medical	FUTURE	12	
107	Original	Christie Clinic - Champaign on Windsor	1801 W Windsor Rd	Champaign	Christie	Medical	FUTURE	12	
108	Original	Clark-Lindsay Village	101 W Windsor Rd	Urbana	Senior Living & Activity	Com Supp	AE	1	
109	Original	The Pavilion Behavioral Health System	809 W Church St	Champaign	Medical	Medical	AE	12	
183	Original	City of Champaign - Fire Department (Station 6)	3911 Windsor Rd	Champaign	City of Champaign	Pub Safety	IRU	24	YES
186	Original	Carle Clinic - Champaign on Mattis	1802 S Mattis Av	Champaign	Carle	Medical	FUTURE	12	
187	Original	Carle Clinic - Champaign on Curtis	1701 W Curtis Rd	Champaign	Carle	Medical	FUTURE	12	
191	Original	Next Generation School	2521 Galen Dr	Champaign	Private School	K-12	AE	1	
193	Original	Round Barn Manor	2000 W John St	Champaign	Senior Living & Activity	Com Supp	AE	1	
194	Original	Parkland College on Mattis - Job Training Center / Champaign Consortium	1307 N Mattis Av	Champaign	Parkland	Com Supp	AE	12	
195	Original	Champaign Unit 4 Schools - new Savoy grade school	304 Prairie Rose Ln	Savoy	Champaign Unit 4	K-12	IRU	12	
200	Original	Catholic Worker House	317 S Randolph St	Champaign	Public Computing Centers	Com Supp	AE	1	
201	Original	Restoration Urban Ministries	1213 Parkland Ct	Champaign	Public Computing Centers	Com Supp	AE	1	
202	Original	Developmental Services Center	1304 W Bradley Av	Champaign	Public Computing Centers	Com Supp	AE	1	
203	Original	Champaign County - Savoy Head Start	310 W Church St	Savoy	Public Computing Centers	Com Supp	AE	1	
207	Original	MHCCC - TIMES Men's Shelter / Respite Center	70 E Washington St	Champaign	MHCCC	Com Supp	AE	1	
211	Additional	Church of the Brethren	1210 N Neil St	Champaign	Public Computing Centers	Com Supp	AE	1	
212	Original	Champaign County - Champaign Head Start	809 N Neil St	Champaign	Public Computing Centers	Com Supp	IRU	COLO	
212	Original	Champaign Unit 4 Schools - Early Childhood Center & Academic Academy	809 N Neil St	Champaign	Champaign Unit 4	K-12	IRU	24	
213	Additional	Housing Authority of Champaign County - Dorsey Homes	1301 N McKinley Av	Champaign	HACC	Pub House	AE	1	
224	IRU	City of Champaign - Hill Street Parking Deck	121 W Hill St	Champaign	City of Champaign	Gov Fac	IRU	24	
230	Additional	First United Methodist Church	210 W Church St	Champaign	Public Computing Centers	Com Supp	AE	1	
231	Additional	Champaign Park District - Sholem Pool	2205 Sangamon Dr	Champaign	Champaign Park District	Com Supp	AE	1	
232	Additional	Champaign Park District - Spalding Pool & Rec Center	910 N Harris Av	Champaign	Champaign Park District	Com Supp	AE	1	
233	Additional	United Way of Champaign County	404 W Church St	Champaign	Public Computing Centers	Com Supp	AE	1	
234	Additional	YMCA - new location	3811 Windsor Rd	Champaign	Youth	Com Supp	AE	1	
235	Additional	YMCA Gymnastics Center	707 N County Fair Dr	Champaign	Youth	Com Supp	AE	1	
237	Additional	Salt & Light	1512 W Anthony Dr	Champaign	Public Computing Centers	Com Supp	AE	1	

242	Original	City of Champaign - Police Department	82 E University Av	Champaign	City of Champaign	Pub Safety	IRU	24	
243	Original	Inman Plaza	17 E University Av	Champaign	Senior Living & Activity	Com Supp	AE	1	
244	IRU	Champaign Unit 4 Schools - Mellon Administrative Center	703 S New St	Champaign	Champaign Unit 4	Gov Fac	IRU	12	YES
248	IRU	University of Illinois - Champaign County Extension Office	801 N Country Fair Dr	Champaign	UIUC	Com Supp	IRU	12	
255	IRU	Champaign Unit 4 Schools - Columbia School	1103 N Neil St	Champaign	Champaign Unit 4	K-12	IRU	12	
256	Additional	Champaign Park District - Tennis Center	2802 Farber Dr	Champaign	Champaign Park District	Com Supp	AE	1	
257	Additional	New Hope Church of Christ	911 W Bradley Av	Champaign	Public Computing Centers	Com Supp	AE	1	
258	Additional	Salvation Army - Main Office	502 N Prospect Av	Champaign	Public Computing Centers	Com Supp	AE	1	
259	Additional	Housing Authority of Champaign County - Main Office	205 W Park St	Champaign	HACC	Pub House	AE	1	
261	Additional	Eastern Illinois Food Bank	2504 N Shore Dr	Urbana	Other	Com Supp	AE	1	
277	Additional	Church of Jesus Christ of Latter-Day Saints / Stake Family History Center	604 Windsor Rd	Champaign	Religious	Com Supp	AE	1	
292	Additional	Curtis Road Church of God	2604 W Curtis Rd	Champaign	Religious	Com Supp	AE	1	
298	Additional	Windsor Road Christian Church	2501 Windsor Rd	Champaign	Religious	Com Supp	AE	1	
333	Additional	Prairie Zen Center	515 S Prospect Av	Champaign	Other	Com Supp	AE	1	
337	Additional	First Christian Church	3601 S Staley Rd	Champaign	Religious	Com Supp	AE	1	
407	Additional	State of Illinois - Secretary of State Driver Services Facility	2401 W Bradley Av	Champaign	State of Illinois	Gov Fac	FUTURE	12	
408	Additional	Champaign County Chamber of Commerce	1817 S Neil St, Suite 201	Champaign	Other	Com Supp	AE	24	
408	Additional	40 North 88 West: Champaign County Arts, Culture and Entertainment Council	1817 S Neil St	Champaign	Other	Com Supp	AE	COLO	
408	Additional	Junior Achievement of Champaign County	1817 S Neil St	Champaign	Other	Com Supp	AE	COLO	
408	Additional	UIUC11	1819 S Neil St	Champaign	UIUC	Gov Fac	IRU	12	
408	Additional	United States Government - Area Offices	1817 S Neil St	Champaign	Federal Government	Gov Fac	AE	COLO	
409	Additional	Women's Health Practice	2125 S Neil St	Champaign	Medical	Medical	AE	1	
433	Additional	State of Illinois Emergency Mgmt. Agency, Dept. of Healthcare & Family Svcs	313 N Mattis Av	Champaign	State of Illinois	Pub Safety	FUTURE	12	
441	Additional	Crisis Nursery	1309 W Hill St	Urbana	Youth	Com Supp	AE	1	
451	Additional	Mental Health Center of Champaign County (MHCCC) - Fox Drive Building	1801 Fox Dr	Champaign	MHCCC	Com Supp	AE	1	
452	Additional	Mental Health Center of Champaign County (MHCCC) - Park Street Building	202 W Park Av	Champaign	MHCCC	Com Supp	AE	1	
453	Additional	MHCCC - Roundhouse	311 W White St	Champaign	MHCCC	Com Supp	AE	1	
456	Additional	Planned Parenthood of East Central Illinois	302 E Stoughton St	Champaign	Other	Com Supp	AE	1	
463	Additional	MHCCC - Healey Street Group Home	614 W Healey St	Champaign	MHCCC	Com Supp	AE	1	
464	Additional	MHCCC - Springfield Group Home	401 W Springfield Av	Champaign	MHCCC	Com Supp	AE	1	
465	Additional	MHCCC - Lincolnshire Group Home	1112 Lincolnshire Dr	Champaign	MHCCC	Com Supp	AE	1	
479	Additional	Illini Heritage Rehab & Health	1315 Curt Dr	Champaign	Senior Living & Activity	Gov Fac	AE	12	

479	Additional	Catholic Charities Diocese of Peoria	1315 Curt Dr	Champaign	Other	Com Supp	AE	COLO	
479	Additional	State of Illinois - Dept. of Healthcare and Family Services	1315 Curt Dr	Champaign	State of Illinois	Gov Fac	FUTURE	COLO	
484	Additional	Christie Clinic - Cancer Center	109 W University Av	Champaign	Christie	Medical	FUTURE	12	
485	Additional	Christie Clinic - Champaign on Fox Drive	2110 Fox Dr	Champaign	Christie	Medical	FUTURE	12	
486	Additional	Christie Clinic - Urbana on Gregory	700 S Gregory St, Suite A	Urbana	Christie	Medical	UIUC	0	
488	Additional	Christie Clinic - C U Sleep	1207 S Mattis Av	Champaign	Christie	Medical	FUTURE	12	
493	Additional	Salvation Army Thrift Store	2212 N Market St	Champaign	Other	Com Supp	AE	1	
506	Additional	Parkland College Foundation	1806 Round Barn Rd	Champaign	Parkland	Gov Fac	AE	1	
507	Additional	Village of Savoy - Recreation Center	402 Graham Dr	Savoy	Village of Savoy	Com Supp	AE	1	
508	Additional	Girl Scouts	701 Devonshire Dr	Champaign	Youth	Com Supp	AE	1	
509	Additional	Christie Clinic - new clinic	I-57 & Curtis Rd	Champaign	Christie	Medical	FUTURE	12	
511	Additional	Champaign Park District- Virginia Theater	203 W Park St	Champaign	Champaign Park District	Com Supp	AE	1	
512	IRU	Champaign Unit 4 Schools - Curriculum Center	402 N Randolph St	Champaign	Champaign Unit 4	Gov Fac	IRU	12	
542	Original	Carle Surgery Center	1702 S Mattis	Champaign	Carle	Medical	FUTURE	12	
C1-U9	IRU	CTC01-UIUC09	100 Trade Center Dr	Champaign	CTC	Private	IRU	24	
C2	IRU	CTC02	1300 S Neil St	Champaign	CTC	Private	IRU	12	
C3	IRU	CTC03	2002 Glenn park Dr	Champaign	CTC	Private	IRU	12	
C4	IRU	CTC04	1602 Newton Dr	Champaign	CTC	Private	IRU	12	
C5	IRU	CTC05	3201 Apollo Dr	Champaign	CTC	Private	IRU	12	
C6	IRU	CTC06	S Fox Drive	Champaign	CTC	Private	IRU	12	
C7	IRU	CTC07	4101 Fieldstone Rd	Champaign	CTC	Private	IRU	12	
M4	IRU	MTD36 Bus Shelter	County Fair South Side	Champaign	MTD	Gov Fac	IRU	12	
M9	IRU	MTD9 Parkland Bus Shelter	Parkland College	Champaign	MTD	Gov Fac	IRU	COLO	
S2	IRU	UCSD SW Plant	2404 S Rising Rd	Champaign	UCSD	Gov Fac	IRU	12	
S7	IRU	UCSD Pump Station 7	2516 S First St	Champaign	UCSD	Gov Fac	IRU	12	
S8	IRU	UCSD Pump Station 8	302 S Prospect Av	Savoy	UCSD	Gov Fac	IRU	12	
S9	IRU	UCSD Pump Station 9	502 Windsor Rd	Champaign	UCSD	Gov Fac	IRU	12	
U08	IRU	Mystery Campus Unit	1902 Fox Dr	Champaign	UIUC	Private	IRU	12	
U10	IRU	Global campus and more	510 Devonshire Dr	Champaign	UIUC	Private	IRU	12	
U11	IRU	Purchasing and CIC	1819 S Neil St	Champaign	UIUC	Private	IRU	24	

NTIA ANCHOR TYPES

	This list	Waiting	Totals
# of K-12 Schools:	24	0	24
# of Libraries:	2	0	2
# of Medical Facilities:	13	1	14
# of Public Safety Facilities:	12	2	14
# of Community Colleges:	1	0	1
# of Public Housing Facilities:	3	0	3
# of other Institutions of Higher Learning:	0	0	0
# of Community Support Organizations:	54	99	153
# of Government Facilities:	22	22	44
Private Locations:	#REF!		
TOTAL ANCHORS:	#REF!	124	255

Check of Number on List: 141



7/26/11

Champaign Attachment 3

Sub-Award Total

All amounts are "up-to" maximums

Category of Effort	Total
Construction Planning & Implementation listed on Original Grant Application (Staff time with benefits and eligible out-of-pocket expenses)	\$289,422
Construction Inspection listed on original grant application (Staff time with benefits and eligible out-of-pocket expenses)	\$262,734
Original Grant Application Subtotal	\$552,156

Construction Management & Observation (Staff time with benefits and eligible out-of-pocket expenses)	\$160,000
Application Survey Expense	\$5,000
Outreach and Marketing	\$80,000
Non-Construction Subtotal	\$797,156

Construction Contract with Western Utilities	\$9,346,000
8% Contingency	\$747,680
Construction Subtotal	\$10,093,680

Total Sub-Award: \$10,890,836

Attachment 3 – Designated Representatives

Technical Representative	
For ILLINOIS	For SUBRECIPIENT
Name: Mike Smeltzer Title: Director of Networking Organization: CITES	Name: Tony Vandeventer Title: Assistant City Engineer Organization: City of Champaign
Address: 1304 W. Springfield Avenue, M/C 256 City, State, Zip: Urbana, IL 61801	Address: 702 Edgebrook Drive City, State, Zip: Champaign, IL 61820
Phone: 217-244-3835 Fax: Email: smeltzer@illinois.edu	Phone: 217/403-4710 Fax: 217/403-4755 Email: tony.vandeventer@ci.champaign.il.us
Administrative Representative	
For ILLINOIS	For SUBRECIPIENT
Name: Linda Learned Title: Interim Director Organization: Office of Sponsored Programs & Research Administration	Name: Teri Legner Title: Economic Development Manager Organization: City of Champaign
Address: 1901 S. First Street, Suite A City, State Zip: Champaign, IL 61820	Address: 102 N. Neil City, State, Zip: Champaign, IL 61820
Phone: (217) 333-2187 Fax: (217) 239-6830 Email: GCOAward@uillinois.edu	Phone: 217/403-8710 Fax: 217/403-8725 Email: teri.legner@ci.champaign.il.us
Financial Representative	
For ILLINOIS	For SUBRECIPIENT
Name: Sandra S. Moulton Title: Director Organization: Grants & Contracts: Post-Award	Name: Richard Schnuer Title: Finance Director Organization: City of Champaign
Address: 1901 South First Street, Suite A City, State, Zip: Champaign, IL 61820	Address: 102 N. Neil City, State, Zip: Champaign, IL 61820
Phone: (217) 333-2186 Fax: (217) 244-4757 Email: gcopostuiuc@uillinois.edu	Phone: 217/403-8940 Fax: 217/403-8995 Email: Richard.Schnuer@ci.champaign.il.us

Attachment 4

Department of Commerce American Recovery and Reinvestment Act Award Terms (ARRA)

NOTE: This award is subject to the terms and conditions of the award, the requirements of federal law and the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 STAT. 115, including section 1553 of the Recovery Act, *Protecting State and Local Government and Contractor Whistleblowers* (123 STAT. 297).

A. Award Terms Required Pursuant to 2 CFR Part 176

1. Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(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 (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 (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) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

2. Use of American Iron, Steel, and Manufactured Goods under Section 1605 of the Recovery Act.

(a) None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project 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.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the *Federal Register* a detailed written justification as to why the provision is being waived.

(d) This award term shall be applied in a manner consistent with United States obligations under international agreements.

(e) AWARD TERM.-- The award term required by 2 CFR Part 176, Subpart B is set out in full as *Recovery Act Award Terms – Addendum to Award Term A.2* below.

3. Wage Rate Requirements under Section 1606 of the Recovery Act.

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act 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. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

4. Single Audit Requirements: Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards; Recipient Responsibilities for Informing Sub-Recipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 2 CFR 215, subpart ____ . 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, Recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(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. This shall be accomplished by identifying expenditures for Federal awards made

under 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 sub-award 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 sub-awards of incremental Recovery Act funds from regular sub-awards 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 monitor sub-recipient expenditure of Recovery Act funds properly, and to allow oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

B. Additional Recovery Act Award Terms

1. Limitation on Expenditures Relating to Certain Activities.

Pursuant to section 1604 of the Recovery Act, expenses related to any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool are not eligible expenses under this award and will not be reimbursed.

2. Use of the American Recovery and Reinvestment Act Logo on Construction Signs.

All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. The agency awarding funds will provide additional instructions regarding specifications.

3. SEC. 1511 Certification.

Pursuant to section 1511 of the Recovery Act, with respect to funds made available to State or local governments for infrastructure investments, the Governor, mayor, or other chief executive, as appropriate, shall certify that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Such certification shall include a description of the investment, the estimated total cost, and the amount of covered funds to be used, and shall be posted on a website and linked to the website established by section 1526. A State or local agency may not receive a disbursement of infrastructure investment funding from funds made available in this Act unless this certification is made and posted.

4. Quick Start Activities.

Pursuant to section 1602 of the Recovery Act, in using funds made available in this Act for infrastructure investment, Recipient shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the award of funds.¹ Recipients

¹ In lieu of "within 120 days of enactment of this Act" as provided in section 1602.

shall also use grant funds in a manner that maximizes job creation and economic benefit.

5. SEC. 1515 Access of Offices of Inspector General to Certain Records and Employees.

(a) Access- With respect to each contract or grant awarded using covered funds, 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.), is authorized--

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

6. First Tier Subrecipients' Planning Activities.

Recipients shall require first tier subrecipients to obtain a DUNS number (or update an existing DUNS record), and to register with the Central Contractor Registration (CCR) no later than the first time Recovery Act data requirements are due (October 10, 2009).

7. Referral of False Claims to Department of Commerce Inspector General.

Recipients and subrecipients awarded funds made available under the Recovery Act shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, 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. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.

8. Recovery Act One-Time Funding.

This award is made with funds available under the Recovery Act and is intended to provide a one-time injection of funds for purposes of stimulating the American economy.

Recovery Act Award Terms – Addendum to Award Term A.2

2.01. Buy American: Projects Not Implicating International Agreements -- Funds Used for Construction, Alteration, Maintenance, or Repair of a Public Building or Public Work that Does NOT Involve Iron, Steel, or Manufactured Goods Covered under International Agreement

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT)

(a) **Definitions.** As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the Recovery Act, by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities

and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any Recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the Recovery Act.

(d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COMPARISON

Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
 <i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

*[List name, address, telephone number, email address, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.]*
[Include other applicable supporting information.]
[Include all delivery costs to the construction site.]*

2.02. Buy American: Projects Implicating International Agreements – Funds Used for Construction, Alteration, Maintenance, or Repair of a Public Building or Public Work that DO Involve Iron, Steel, or Manufactured Goods Covered under International Agreement

(a) **Definitions.** As used in this award term and condition—

“Designated country” --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country (Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom).

“Designated country iron, steel, and/or manufactured goods” --

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel, and/or manufactured good” --

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

“Foreign iron, steel, and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional,

or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) This award term and condition implements --

(i) Section 1605(a) of the Recovery, by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the Recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The Recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COMPARISON

Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
 <i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

***[List name, address, telephone number, email address, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.]***
[Include other applicable supporting information.]
[* Include all delivery costs to the construction site.]

Attachment 4A ARRA Reporting Requirements

Definition. "Reporting" includes invoicing, ARRA Data Elements, and technical reporting.

Invoicing. Subrecipient must invoice the Prime Recipient:

- not less often than quarterly
 not less often than monthly

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

Compliance with the American Recovery and Reinvestment Act (ARRA) of 2009. Subrecipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

Responsibilities for Informing Sub-recipients. If Subrecipient issues Subawards under this agreement, Subrecipient agrees to separately inform each Subrecipient, and document at the time of Subaward and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26)

Delegation of Reporting in federalreporting.gov. Prime Recipient hereby

delegates does not delegate ARRA quarterly reporting requirements to the Subrecipient.

Where reporting is delegated, Subrecipient shall directly submit all required data via federalreporting.gov as specified in the OMB memorandum "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recover and Reinvestment Act of 2009" dated June 22, 2009, or subsequent OMB-issued guidance.

Where reporting is not delegated, Subrecipient shall submit quarterly ARRA reports to the Prime Recipient as follows.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Subrecipient as needed to comply with the terms and reporting requirements of the Prime award.

Quarterly ARRA Reports to Prime Recipient

Quarterly ARRA reports are due no later than each of the following dates during the Subaward period of performance: **October 5, January 5, April 5, July 5.** The ARRA Report may also be submitted with monthly invoices. Each ARRA Report shall be submitted electronically and in the format of Attachment 6. Attachment 6 contains the reporting elements described herein. The electronic version of Attachment 6 is located at the following website under forms related to sponsored projects for the Urbana campus:

<http://www.obfs.uillinois.edu/obfshome.cfm?level=2&path=forms&xmldata=grantsforms>

Attachment 4A ARRA Reporting Requirements

Subrecipients' reports shall be submitted to:

- The Prime Recipient Financial Contact identified in Attachment 3A; or
- Insert name and contact information, including mailing address, telephone and fax numbers, and email address]:

Name of Contact Person	
Mailing Street Address	
Mailing Street Address 2	
Place of Performance City, State, Zip Code (zip code + four)	
Telephone	
Fax	
Email	

Data to be Reported

A. Technical Reporting. In addition to any other technical reporting requirements set forth under this Subaward Agreement, *when requested by the Prime Recipient Principal Investigator* the Subrecipient Principal Investigator shall provide a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached.

B. Research Subaward Agreement data elements *if different than information previously provided in Subaward Research Agreement or Attachment 3B, highlighted fields must be filled in.*

Sub Recipient DUNS	
Sub Recipient Congressional District	
Sub Recipient Legal Name, Address, City, State, Zip (zip plus four)	
Sub Recipient EIN	
Sub Recipient CCR registration, Yes or No	
Amount of Subaward	

Attachment 4A ARRA Reporting Requirements

C. Performance Site

Subrecipient shall identify the physical location of the Primary Place of Performance of the Subaward, if it differs from the address provided in Attachment 3B (Highlighted fields must be filled in.).

Place of Performance Street Address 1	
Place of Performance Street Address 2	
Place of Performance City	
Place of Performance State (two character code)	
Place of Performance Zip (zip code+ four)	
Place of Performance Congressional District (two digit code)	
Place of Performance Country Code (two character code)	

D. Jobs Created / Retained

Subrecipient shall provide estimated employment impact of the Recovery Act funded work.

(1) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Job created" is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act. "Job retained" is an existing position that is now funded by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery act funding. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.

(2) An estimate of the number of jobs created and jobs retained paid from Recovery funds during the current reporting quarter in the United States and outlying areas. The estimate of the number of jobs created or retained by the Recovery Act should be expressed as "full-time equivalents" (FTE). FTE is calculated as all hours worked and funded by Recovery Act during the current quarter divided by the total number of quarterly hours in a full-time schedule, as defined by the recipient or federal contractor. For recipients of assistance agreements that must comply with OMB Circular A-21, Cost Principles for Educational Institutions, an alternative calculation based upon the allocable and allowable portion of activities expressed as a percentage is acceptable to estimate jobs created and retained. For more information on how to perform this calculation, please see [OMB Guidance M10-08](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf) (found at http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf).

**Attachment 4A
ARRA Reporting Requirements**

- (3) A job must be counted as either a job created or a job retained; it cannot be counted as both.
- (4) A brief description of the methodology used to calculate Jobs Created/Retained FTE estimates

Reporting for Quarter _____ in Year 20_____

JOBS CREATED/Retained

Job Titles (list titles, i.e. Graduate Assistant)	List FTE (range 0.01-1.00 - i.e. .25, .50)
<i>Please insert more rows as needed.</i>	
Describe how you calculated the FTE(s)	

E. Most Highly Compensated Officers

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient’s report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient’s report shall include a statement certifying this.

- (1) The Subrecipient in its preceding fiscal year received—
 - (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (2) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].
“Total compensation” means the cash and non-cash dollar value earned by the executive during the Subrecipient’s past fiscal year of the following (for more information see 17 CFR 229.402(c) (2)):
 - (i). Salary and bonus.
 - (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
 - (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

Attachment 4A ARRA Reporting Requirements

- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax qualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

HIGHLY COMPENSATED OFFICERS

Exempt from reporting compensation (Yes or No)?	
If not exempt per Section 1512 of ARRA	
Officer 1 Name	
Officer 1 Compensation	
Officer 2 Name	
Officer 2 Compensation	
Officer 3 Name	
Officer 3 Compensation	
Officer 4 Name	
Officer 4 Compensation	
Officer 5 Name	
Officer 5 Compensation	

F. Vendor Payments Equal to or in Excess of \$25,000.

Subrecipient must report, for any payments made to a single vendor equal to or greater than \$25,000, the identity of the vendor. Subrecipient shall report the vendor name and DUNS number if available. If the DUNS is not available, the Subrecipient shall report on the vendor name and zip code of the vendor's headquarters. Subrecipient will provide an estimate of vendor jobs created and retained including a brief description of the methodology used to calculate FTE estimates. For more information on how to perform this calculation, please see [OMB Guidance M10-08](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf) (found at http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf). Please insert more rows as needed.

VENDOR DATA

Vendor DUNS (9 digit)	
Vendor Name	
Vendor Headquarters Zip Code (zip code plus 4)	
Product/Service Description(s)	
Payment Amount	
Vendor Jobs created and retained related to this purchase (FTEs)	
Job Titles	
Describe how you calculated the FTE(s)	

Attachment 5

Department of Commerce

Standard Terms and Conditions



March 2008

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

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PREFACE

The recipient and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Department of Commerce (DOC) Financial Assistance Standard Terms and Conditions, agency standard award conditions (if any), and special award conditions. Special award conditions may amend or take precedence over DOC standard terms and conditions, on a case-by-case basis, when allowed by the DOC standard term and condition.

Some of the DOC terms and conditions herein contain, by reference or substance, a summary of the pertinent statutes, or regulations published in the Federal Register or Code of Federal Regulations (CFR), EOs, OMB circulars or the assurances (Forms SF-424B, 424D). To the extent that it is a summary, such provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular.

A. FINANCIAL REQUIREMENTS

.01 Financial Reports

- a. The recipient shall submit a "Financial Status Report" (SF-⁴²⁵269) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-269 shall be submitted within 90 days after the expiration date of the award.
- b. The reports must be submitted to the Grants Officer in hard copy (no more than an original and two copies), or electronically when specified in the special award conditions.

.02 Award Payments

- a. The advance method of payment shall be authorized unless otherwise specified in a special award condition. The Grants Officer determines the appropriate method of payment. Payments will be made through electronic funds transfers directly to the

recipient's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 and the Cash Management Improvement Act. The DOC Award Number must be included on all payment-related correspondence, information, and forms.

- b. When the "Request for Advance or Reimbursement" (SF-270) is used to request payment, the recipient shall submit the request no more frequently than monthly, and advances shall be approved for periods to cover only expenses anticipated over the next 30 days. When the SF-270 is used, the recipient must complete the SF-3881, "ACH Vendor Miscellaneous Payment Enrollment Form," and return it to the Grants Officer.
- c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers, in accordance with the requirements of the Debt Collection Improvement Act of 1996. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP: (1) ASAP account number – the award number found on the cover sheet of the award; (2) Agency Location Code (ALC); and Region Code. Recipients enrolled in the ASAP system do not need to submit a "Request for Advance or Reimbursement" (SF-270), for payments relating to their award. Awards paid under the ASAP system will contain a special award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.
- d. Advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no case should advances exceed the amount of cash required for a 30-day period. Advanced funds not disbursed in a timely manner and any applicable interest must be promptly returned to DOC. If a recipient demonstrates an unwillingness or inability to establish procedures which will minimize the time elapsing between the transfer of funds and disbursement or if the recipient otherwise fails to continue to qualify for the advance method of payment, the Grants Officer may change the method of payment to reimbursement only.

.03 Federal and Non-Federal Sharing

- a. Awards which include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal

share shall not exceed the total Federal dollar amount authorized by the award.

- b. The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the recipient must meet its cost share commitment over the life of the award.

.04 Budget Changes and Transfer of Funds Among Categories

- a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted to the Grants Officer who shall make the final determination on such requests and notify the recipient in writing.
- b. Transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is \$100,000 or less. For awards in which the Federal share of the project exceeds \$100,000, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct cost transfers exceed 10 percent of the total Federal and non-Federal funds authorized by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same criteria apply to the cumulative amount of transfer of funds among programs, functions, and activities. Transfers will not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior approval. In addition, this does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget.
- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without written prior approval of the Grants Officer.

.05 Indirect Costs

- a. Indirect costs will not be allowable charges against the award unless specifically included as a cost item in the approved budget incorporated into the award. (The term "indirect cost" has been replaced with the term "facilities and administrative costs" under OMB Circular A-21, "Cost Principles for Educational Institutions.")
- b. Excess indirect costs may not be used to offset unallowable direct costs.

- c. If the recipient has not previously established an indirect cost rate with a Federal agency, the negotiation and approval of a rate is subject to the procedures in the applicable cost principles and the following subparagraphs:

1. (a) State, Local, and Indian Tribal Governments; Educational Institutions; and Non-Profit Organizations (Non-Commercial Organizations)

For the above listed organizations, cognizant federal agency is generally defined as the agency that provides the largest dollar amount of direct federal funding. For those organizations for which DOC is cognizant or has oversight, DOC or its designee will either negotiate a fixed rate with carry forward provisions for the recipient or, in some instances, will limit its review to evaluating the procedures described in the recipient's cost allocation methodology plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

(b) Commercial Organizations

For commercial organizations, cognizant federal agency is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. If the only federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant federal agency for the purpose of indirect cost negotiations. For those organizations for which DOC is cognizant, DOC or its designee will negotiate a fixed rate with carryforward provisions for the recipient. Fixed rate means an indirect cost rate which has the same characteristics as a pre-determined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of the subsequent period.

DOC or its designee will negotiate indirect cost rates using the cost principles found in 48 CFR Part 31, "Contract Cost Principles and Procedures." For guidance on how to put an indirect cost plan together go to:

<http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm>

2. Within 90 days of the award start date, the recipient shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The recipient shall provide the Grants Officer with a copy of the transmittal letter.

Office of Acquisition Management
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W., Room 6412
Washington, DC 20230

3. The recipient can use the fixed rate proposed in the indirect cost plan until such time as the DOC provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carryforward provision used in calculating next year's rate. This calculation of actual indirect costs and the carryforward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.
- d. When DOC is not the oversight or cognizant Federal agency, the recipient shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.
- e. If the recipient fails to submit the required documentation to DOC within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.
- f. Regardless of any approved indirect cost rate applicable to the award, the maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient shall be the lesser of:
 1. The line item amount for the Federal share of indirect costs contained in the approved budget of the award; or
 2. The Federal share of the total allocable indirect costs of the award based on the indirect cost rate approved by a cognizant or oversight Federal agency and current at the time the cost was incurred, provided the rate is approved on or before the award end date.

.06 Incurring Costs of Obligating Federal Funds Beyond the Expiration Date

- a. The recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.
- b. Unless otherwise authorized in 15 CFR § 14.25(e)(2) or a special award condition,

any extension of the award period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

- c. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.07 Tax Refunds

Refunds of FICA/FUTA taxes received by the recipient during or after the award period must be refunded or credited to DOC where the benefits were financed with Federal funds under the award. The recipient agrees to contact the Grants Officer immediately upon receipt of these refunds. The recipient further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the award end date.

B. PROGRAMMATIC REQUIREMENTS

.01 Performance (Technical) Reports

- a. The recipient shall submit performance (technical) reports in triplicate (one original and two copies) or electronically to the Federal Program Officer as specified in the special award conditions in the same frequency as the Financial Status Report (SF-269) unless otherwise authorized by the Grants Officer.
- b. Unless otherwise specified in the award provisions, performance (technical) reports shall contain brief information as prescribed in the applicable uniform administrative requirements incorporated into the award.

.02 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance rating or equivalent evaluation may result in designation of the recipient as high risk and assignment of special award conditions or other further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions."

.03 Programmatic Changes

The recipient shall report programmatic changes to the Grants Officer, and shall request prior approvals in accordance with 15 CFR § 14.25 or 15 CFR § 24.30.

.04 Other Federal Awards with Similar Programmatic Activities

The recipient shall immediately provide written notification to the Federal Program Officer and the Grants Officer in the event that, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.05 Non-Compliance With Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by DOC and may be considered grounds for any or all of the following actions: establishment of an account receivable, withholding payments under any DOC awards to the recipient, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any DOC active awards, and termination of any DOC active awards.

.06 Prohibition Against Assignment by the Recipient

The recipient shall not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Grants Officer.

.07 Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. The acceptance of this award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

C. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

.01 Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*) and DOC implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 USC §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DOC implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 *et seq.*) and DOC implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- e. The Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

.02 Other Provisions

- a. Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR § 60-1.4(b), 1991).

- b. EO 13166 (August 11, 2000). "Improving Access to Services for Persons With Limited English Proficiency," and DOC policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the recipient, whether written, printed, recorded, produced or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts or other examinations as authorized by law. When the OIG requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, state or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

- a. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients that are subject to the provisions of OMB Circular A-133 and that expend \$500,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in OMB Circular A-133. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by

OMB as a central clearinghouse. The address is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- b. Unless otherwise specified in the terms and conditions of the award, in accordance with 15 CFR § 14.26(c) and (d), for-profit hospitals, commercial entities, and other organizations not required to follow the audit provisions of OMB Circular A-133 shall have an audit performed when the federal share amount awarded is \$500,000 or more over the duration of the project period. An audit is required at least once every two years using the following schedule for audit report submission.
1. For awards less than 24 months, an audit is required within 90 days from the project expiration date, including the close-out period for the award.
 2. For 2-, or 3 -year awards, an audit is required within 90 days after the end of the first year and within 90 days from the project expiration date including the close-out period for the award.
 3. For 4-, or 5-year awards, an audit is required within 90 days after the end of the first year and third year, and within 90 days from the project expiration date including the close-out period for the award.
- c. Some DOC programs have specific audit guidelines that will be incorporated into the award. When DOC does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in OMB Circular A-133, § .235. The Recipient may include a line item in the budget for the cost of the audit. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at the following address:

Office of Inspector General
U.S. Department of Commerce
Atlanta Regional Office of Audits
401 West Peachtree Street, N.W., Suite 2742
Atlanta, GA 30308

.02 Audit Resolution Process

- a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence

whenever audit results are disputed.

- b. In accordance with the *Federal Register* notice dated January 27, 1989 (54 FR 4053), a recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
 1. Unless the Inspector General determines otherwise, the recipient has 30 days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
 2. The recipient has 30 days from the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
 3. The DOC shall review the documentary evidence submitted by the recipient and shall notify the recipient of the results in an Audit Resolution Determination Letter. The recipient has 30 days from the date of receipt of the Audit Resolution Determination Letter to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.
 4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.
 5. The DOC shall review the recipient's appeal and notify the recipient of the results in an Appeal Determination Letter. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed the Federal Government

Any debts determined to be owed the Federal Government shall be paid promptly by the recipient. In accordance with 15 CFR § 21.4, a debt will be considered delinquent if it is not paid within 15 days of the due date, or if there is no due date, within 30 days of the billing date. Failure to pay a debt by the due date, or if there is no due date, within 30 days of the billing date, shall result in the imposition of late payment charges as noted

below. In addition, failure to pay the debt or establish a repayment agreement by the due date, or if there is no due date, within 30 days of the billing date, will also result in the referral of the debt for collection action, including referral to the Treasury Offset Program, 31 C.F.R. § 285.5, and may result in DOC taking further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions". Funds for payment of a debt must not come from other Federally sponsored programs. Verification that other Federal funds have not been used will be made, e.g., during on-site visits and audits.

.02 Late Payment Charges

- a. An interest charge shall be assessed on the delinquent debt as established by the Debt Collection Act (31 U.S.C. 3701 *et seq.*), as amended. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate. This rate is published in the *Federal Register* by the Department of the Treasury. The assessed rate shall remain fixed for the duration of the indebtedness.
- b. A penalty charge shall be assessed on any portion of a debt that is delinquent for more than 90 days, although the charge will accrue and be assessed from the date the debt became delinquent.
- c. An administrative charge shall be assessed to cover processing and handling the amount due.

.03 Barring Delinquent Federal Debtors From Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B, unless waived, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien On Eligibility For Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant, or loan which is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. INDIVIDUAL BACKGROUND SCREENING

An individual background screening will be performed by the OIG on key individuals of organizational units associated with the application at the beginning of the award and at three year intervals thereafter for the life of the award unless (1) the proposed award amount is \$100,000 or less; (2) applicants are accredited colleges and universities; (3) applicants are units of a State or local government; (4) applicants are economic development districts designated by EDA, including those entities whose designations are pending, and councils of governments; or (5) the key individual(s) is/are elected officials of State and local governments who are serving in capacities other than their elected capacities when applying for assistance. In addition, if there is a change in the status of the organization and/or key individuals, or the program officer, OIG, or Grants Officer believes there is good reason to conduct a review sooner, a background screening may be required more frequently. Individual background screenings are intended to reveal if any key individuals associated with the applicant have been convicted of or are presently facing criminal charges (e.g., fraud, theft, perjury), or other matters which significantly reflect on the applicant's business integrity, responsibility, or financial integrity. Key individuals of non-exempt organizations associated with this award shall complete Form CD-346, "Applicant for Funding Assistance." An original signature is required. The form is to be submitted to the Grants Specialist named in the award document within 30 days of receipt of this award.

.01 Results of Individual Background Screening

DOC reserves the right to take any of the actions described in section F.02 if any of the following occurs as a result of the individual background screening:

- a. A key individual fails to submit the required Form CD-346, "Applicant for Funding Assistance" within 30 days of receipt of this award;
- b. A key individual makes a false statement or omits a material fact on the Form CD-346;
- c. The individual background screening reveals significant adverse findings that reflect on the business integrity or responsibility of the recipient and/or key individual.

.02 Action(s) Taken as a Result of Individual Background Screening

If any situation noted in F.01 occurs, DOC, at its discretion, may take one or more of the following actions:

- a. Consider suspension/termination of an award immediately for cause;
- b. Require the removal of any key individual from association with management and/or implementation of the award and require Grants Officer approval of personnel

replacements:

- c. Require the recipient to make other changes as appropriate; and/or
- d. Designate the recipient as high risk and amend the award to assign special award conditions, as appropriate, including making changes with respect to the method of payment and/or financial reporting requirements.

G. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The recipient shall comply with the provisions of Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)" (published in the *Federal Register* on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.

H. DRUG-FREE WORKPLACE

The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DOC implementing regulations published at 15 CFR Part 29, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the *Federal Register* on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

I. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The recipient shall comply with the provisions of 31 U.S.C. § 1352 and DOC implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." These provisions generally prohibit the use of Federal funds for lobbying the Executive or Legislative Branches of the Federal government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying.

.02 Disclosure of Lobbying Activities

The recipient receiving in excess of \$100,000 in Federal funding shall submit a

completed Form SF-LLL. "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit the Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

J. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

Pursuant to the certification in SF-424B, paragraph 3, the recipient must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

.02 Applicability of Award Provisions to Subrecipients

- a. The recipient shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative, and audit requirements.
- b. A recipient is responsible for subrecipient monitoring, including the following:
 1. Award Identification - At the time of the award, identifying to the subrecipient the Federal award information (e.g., CFDA title and number, award name, name of Federal agency) and applicable compliance requirements.
 2. During-the-Award Monitoring - Monitoring the subrecipient's use of Federal awards through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
 3. Subrecipient Audits - Ensuring that subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of OMB Circular A-133, and that the required audits are completed within 9 months of the end of the subrecipient's audit period. In addition, the recipient is required to issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report, and ensuring that the subrecipient takes timely and appropriate corrective action on all audit findings.

In cases of continued inability or unwillingness of a subrecipient to have the required audits, the pass-through entity shall take appropriate action using sanctions.

.03 Competition and Codes of Conduct for Subawards

- a. All subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition. The recipient must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of subawards. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients. However, the recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

- a. The recipient shall include the following notice in each request for applications or bids:

Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a

DOC official) are subject to 2 CFR Part 1326. Subpart C "Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying." Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying--Lower Tier Covered Transactions," completed without modification.

- b. The recipient shall include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts), that the award is subject to Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)."
- c. The recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding \$100,000 in Federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C § 1352, as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." The recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the recipient. The recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

.05 Minority Owned Business Enterprise

DOC encourages recipients to utilize minority and women-owned firms and enterprises in contracts under financial assistance awards. The Minority Business Development Agency will assist recipients in matching qualified minority owned enterprises with contract opportunities. For further information contact:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

.06 Subaward and/or Contract to a Federal Agency

- a. The recipient, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of DOC and/or other Federal department, agency or instrumentality, without the prior written approval of the Grants Officer.
- b. Requests for approval of such action must be submitted to the Federal Program Officer who shall review and make recommendation to the Grants Officer. The Grants Officer shall make the final determination and will notify the recipient in writing of the final determination.

K. PROPERTY

.01 Standards

The recipient shall comply with the property management standards as stipulated in the applicable uniform administrative requirements.

.02 Real Property

The recipient shall execute a security interest or other statement of the Federal Interest in real property acquired or improved with Federal funds, acceptable in form and substance to the DOC, which statement must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. The recipient must provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the Federal Interest has been protected, as required under the award and in accordance with local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, shall be returned to the Grants Officer. The recipient may not dispose of, modify the use of, or change the terms of the real property title, or other interest in the project site and facilities without permission and instructions from the Grants Officer. No funds under this award shall be released until the recipient has complied with this provision, unless other arrangements satisfactory to the DOC are made.

L. ENVIRONMENTAL REQUIREMENTS

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to (1) approve a proposal for Federal assistance; (2) approve the proposal with mitigation; or (3) approve a different proposal/grant having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate a planning process with an early consideration of potential environmental impacts that projects funded with Federal assistance may have on the environment. The recipient and subrecipients must comply with all environmental standards, to include those prescribed under the following statutes and Executive Orders, and shall identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

.01 The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4327)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 CFR parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions significantly affecting the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements. Recipients of Federal assistance are required to identify to the awarding agency any impact an award will have on the quality of the human environment, and assist the agency to comply with the National Environmental Policy Act. Recipients may also be requested to assist NOAA in drafting of an environmental assessment, if the Department determines an assessment is required, when the award activities remain subject to Federal authority and control. If additional information is required during the period of the award, funds can be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional environmental compliance information sufficient to enable the Department to make an assessment on any impacts that a project may have on the environment.

.02 Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977

Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.

.03 Clean Air Act, Clean Water Act, and EO 11738

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the List.

.04 The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4002 et seq.)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas.

.05 The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

Recipients must identify any impact or activities which may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the required reviews under the Endangered Species Act, as applicable.

.06 The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

Funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.07 The Coastal Barriers Resources Act, (16 U.S.C. § 3501 et seq.)

Restrictions are placed on Federal Funding for actions within the Coastal Barrier System.

.08 The Wild and Scenic Rivers Act, as amended (16 U.S.C. §§ 1271 et seq.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

.09 The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f-j)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

.10 The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §§ 6901 et seq.)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.11 The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. §§ 9601 et seq.)

These requirements address responsibilities of hazardous substance releases, threatened releases and environmental cleanup. There is also a requirement to impose reporting and community involvement requirements to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards.

.12 Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994.

This order identified and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.

M. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).

b. False statements (18 U.S.C. §§ 287 and 1001), provides that whoever makes or

presents any false, fictitious, or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

- c. False Claims Act (31 U.S.C. 3729 *et seq.*), provides that suits under this act can be brought by the government, or a person on behalf of the government, for false claims under Federal assistance programs.
- d. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

.02 Foreign Travel

- a. The recipient shall comply with the provisions of the Fly America Act (49 USC § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.
- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed foreign air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. Use of foreign air carriers may also be used only if bilateral agreements permit such travel pursuant to 49 USC § 40118(b). DOC is not aware of any bilateral agreements which meet these requirements. Therefore, it is the responsibility of the recipient to provide the Grants Officer with a copy of the applicable bilateral agreement if use of a foreign carrier under a bilateral agreement is anticipated.
- d. If a foreign air carrier is anticipated to be used for any part of foreign travel, the recipient must receive prior approval from the Grants Officer. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 CFR § 301-10.142, which requires the recipient to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel, name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide the Grants Officer with a copy of the agreement. The Grants Officer shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

.03 American-Made Equipment and Products

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

.04 Intellectual Property Rights

- a. **Inventions.** The rights to any invention made by a recipient under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., except as otherwise required by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR § 401.14, which is hereby incorporated by reference into this award.

1. Ownership.

- (a) **Recipient.** The recipient has the right to own any invention it makes (conceived or first actually reduced to practice) or made by its employees. The recipient may not assign its rights to a third party without the permission of DOC unless it is to a patent management organization (i.e., a university's Research Foundation.) The recipient's ownership rights are subject to the Government's nonexclusive paid-up license and other rights.
- (b) **Department.** If the recipient elects not to own or does not elect rights or file a patent application within the time limits set forth in the standard patent rights clause, DOC may request an assignment of all rights, which is normally subject to a limited royalty free nonexclusive revocable license for the recipient. DOC owns any invention made solely by its employees but may license the recipient in accordance with the procedures in 37 CFR Part 404.
- (c) **Inventor/Employee.** If neither the recipient nor the Department is interested in owning an invention by a recipient employee, the recipient, with the written concurrence of DOC, may allow the inventor/employee to own the invention subject to certain restrictions as described in 37 CFR § 401.9.
- (d) **Joint inventions.** Inventions made jointly by a recipient and a DOC employee will be owned jointly by the recipient and DOC. However, DOC may transfer its rights to the recipient as authorized by 35 U.S.C. § 202(e) and 37 CFR § 401.10 if the recipient is willing to patent and license the invention usually in exchange for a share of "net" royalties based on the number of inventors (e.g., 50-50 if there is one recipient and DOC employee). The agreement will be prepared by DOC and may include other provisions, such as a royalty free license to the Government and certain other entities. 35 U.S.C. § 202(e) also

authorizes the recipient to transfer its rights to the Government which can agree to share royalties similarly as described above.

2. Responsibilities - iEdison. The recipient has responsibilities and duties set forth in the standard patent rights clause, which are not described below. The recipient is expected to comply with all the requirements of the standard patent rights clause and 37 CFR Part 401. Recipients of DOC financial assistance awards are required to submit their disclosures and elections electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iEdison.gov. Recipients may obtain a waiver of this electronic submission requirement by providing to DOC compelling reasons for allowing the submission of paper copies of reports related to inventions.

b. Patent Notification Procedures.

Pursuant to E.O. 12889, DOC is required to notify the owner of any valid patent covering technology whenever the DOC or its financial assistance recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the recipient uses or has used patented technology under this award without a license or permission from the owner, the recipient must notify the Grants Officer.

However, this notice does not necessarily mean that the Government authorizes and consents to any copyright or patent infringement occurring under the financial assistance.

c. Data, Databases, and Software.

The rights to any work produced or purchased under a DOC Federal financial assistance award are determined by 15 CFR § 24.34 and 15 CFR § 14.36. Such works may include data, databases or software. The recipient owns any work produced or purchased under a DOC Federal financial assistance award subject to DOC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.

d. Copyright.

The recipient may copyright any work produced under a DOC Federal financial assistance award subject to DOC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and recipient employees may be copyrighted but only the part authored by the recipient is protected because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in

the United States. On occasion, DOC may ask the recipient to transfer to DOC its copyright in a particular work when DOC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted by 17 U.S.C. § 105.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally-owned vehicles.

.06 Research Involving Human Subjects

- a. All proposed research involving human subjects must be conducted in accordance with 15 CFR Part 27, "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by Special Award Condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. DOC regulations, 15 CFR Part 27, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. This documentation may include:
 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines, see 15 CFR § 27.103;
 2. Documentation to support an exemption for the project under 15 CFR § 27.101(b);
 3. Documentation to support deferral for an exemption or IRB review under 15 CFR § 27.118;
 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken, conducted, or costs incurred

and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a recipient to pay transportation, travel, or other expenses for any Federal employee unless specifically approved in the terms of the award. Use of award funds (Federal or non-Federal) or the recipient's provision of in-kind goods or services, for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants regardless of the source.

.08 Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.

Pursuant to EO 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," unless the project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:

- a. include any requirement or prohibition on bidders, offerors, contractors, or subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction project(s); or
- b. otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

.09 Minority Serving Institutions (MSIs) Initiative

Pursuant to Eos 13256, 13230, and 13270, DOC is strongly committed to broadening the participation of MSIs in its financial assistance programs. DOC's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance

programs. DOC encourages all applicants and recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.10 Research Misconduct

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinion. The recipient organization has the primary responsibility to investigate allegations and provide reports to the Federal Government. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency. The Office of Science and Technology Policy at the White House published in the *Federal Register* on December 6, 2000, a final policy that addressed research misconduct. The policy was developed by the National Science and Technology Council (65 FR 76260). The DOC requires that any allegation be submitted to the Grants Officer, who will also notify the OIG of such allegation. Generally, the recipient organization shall investigate the allegation and submit its findings to the Grants Officer. The DOC may accept the recipient's findings or proceed with its own investigation. The Grants Officer shall inform the recipient of the DOC's final determination.

.11 Publications, Videos and Acknowledgement of Sponsorship

Publication of the results or findings of a research project in appropriate professional journals and production of video or other media is encouraged as an important method of recording and reporting scientific information. It is also a constructive means to expand access to federally funded research. The recipient is required to submit a copy to the funding agency and when releasing information related to a funded project include a statement that the project or effort undertaken was or is sponsored by DOC. The recipient is also responsible for assuring that every publication of material (including Internet sites and videos) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "This [report/video] was prepared by [recipient name] under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce." This also applies to videos produced under DOC financial assistance awards.

.12 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law

89-544), as amended, (7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 CFR Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

.13 Homeland Security Presidential Directive – 12

If the performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that they are eligible for employment within the US. Any items or services delivered under a financial assistance award shall comply with the Department of Commerce personal identity verification procedures that implement Homeland Security Presidential Directive -12, FIPS PUB 201, and OMB Memorandum M-05-24. The recipient shall insert this clause in all subawards or contracts when the subaward recipient or contractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

.14 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

- a. This clause applies to the extent that this financial assistance award involves access to export-controlled information or technology.
- b. In performing this financial assistance award, the recipient may gain access to export-controlled information or technology. The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled information and technology, including deemed exports. The recipient shall establish and maintain throughout performance of the financial assistance award effective export compliance procedures at non-DOC facilities. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual and electronic access to export-controlled information and technology.

c. Definitions

1. Deemed Export. The Export Administration Regulations (EAR) define a deemed export as any release of technology or source code subject to the EAR to a foreign national, both in the United States and abroad. Such release is "deemed" to be an export to the home country of the foreign national. 15 CFR § 734.2(b)(2)(ii).
 2. Export-controlled information and technology. Export-controlled information and technology subject to the EAR (15 CFR §§ 730-774), implemented by the DOC Bureau of Industry and Security, or the International Traffic In Arms Regulations (ITAR) (22 CFR §§ 120-130), implemented by the Department of State, respectively. This includes, but is not limited to, dual-use items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR.
- d. The recipient shall control access to all export-controlled information and technology that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access is restricted, or licensed, as required by applicable Federal laws, Executive Orders, and/or regulations.
- e. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, Executive Orders or regulations.
- f. The recipient shall include this clause, including this paragraph (f), in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled information technology.

.15 The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 CFR Part 175.

This Act authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

.16 The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282).

This Act requires that the Federal government establish a single searchable awards website by January 1, 2008 to enable the public to see where Federal funds for grant and contract awards are being spent. Subaward and subcontract data will be required on the website by January 1, 2009. Funding data retroactive to October 1, 2006 must be reported by all Federal agencies and their recipient and subrecipient organizations.

Data elements will include:

Name of entity receiving award:

Award amount;

Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;

Location of: entity, primary location of performance (City/State/Congressional District/Country; and

Unique identifier of entity.

The data will be required within 30 days of an award. The DOC will be implementing this Act, which will require recipients and subrecipients to report the required data.

Attachment 6 Special Award Conditions

Award Number: NT10BIX5570044
Amendment Number: 0

1) ARRA Special Award Condition for Reporting Requirements

Reporting Requirements:

Pursuant to ARRA Special award conditions which are incorporated into this award. The recipient will report on the progress of their approved projects as reflected in the description of work which is incorporated by reference. Information from the progress reports will be available to the public.

The Recipient shall report the information described in section 1512(c) of the ARRA special award Condition using the reporting instructions and data elements that are provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed. Note: This is the primary reporting requirement under ARRA. Additional progress reports are needed for the program office which is identified in a separate special award condition.

The ARRA report is due no later than 10 days following the end of each calendar reporting period. For example, for the period ending September 30, due October 10th, period ending December 31, due January 10th, period ending March 31, due April 10th, period ending June 30, due July 10, following this pattern until the expiration date of the award is reached.

Failure to provide acceptable reporting by the due date may result in the suspension or termination of your award.

2) 1724 Project Specific SAC

A. Construction-related requirements

- Maintenance. The recipient agrees that, for the estimated useful life of the facility funded with this award, the project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this award and in accordance with the terms, conditions, requirements, and provisions of the award. If the NTIA determines at any time during the estimated useful life of the project, that the project and any project property is not being properly and efficiently administered, operated, and maintained, the NTIA shall have the right to terminate this award for cause and pursue any other remedies allowed by law.
- Compliance. The recipient shall comply, and must require each contractor or subcontractor to comply, with all applicable Federal, state, and local laws and regulations.
- Energy Efficiency. The recipient shall apply, where feasible, sustainable, and energy efficient, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction.
- Signs. The recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to the NTIA that identifies the project and indicates that the project is Federally funded. The NTIA also may require that the recipient maintain a permanent plaque or sign at the project site with the same or similar information.
- Land, Easements, and Rights of Way. The recipient must disclose all encumbrances to the operating unit. The operating unit will not accept any encumbrance that interferes with the construction, intended use, operation, or maintenance of the project during its estimated useful life. Unless otherwise provided for in the award, prior to grant of the award and

commencement of construction, or when requested by the operating unit, the recipient must furnish evidence, satisfactory in form and substance to the operating unit, that title to real property is vested in the recipient, and that it has obtained any rights-of-way, easements, State and local government permits, long-term leases, or other property interests.

- Relocation Assistance. The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Pub. L. No. 91-646; 42 U.S.C. Section 54601 et seq.), are applicable to each recipient of assistance from an operating unit. This Act provides assistance to persons, businesses, or farm operations affected by the acquisition, rehabilitation or demolition of real property acquired for a project financed wholly or in part with Federal assistance funds. It also requires compliance with specific guidelines pertaining to reimbursable costs incidental to such land acquisition.

- Tribal Employment Rights Ordinances. In accordance with Departmental policy, all operating units must recognize Tribal Employment Rights Ordinances (TEROs), which may provide for preferences in contracting and employment, in connection with its financial assistance awards. Tribal ordinances requiring preference in contracting, hiring, and firing and the payment of a TERO fee are allowable provisions under Federal awards and should be incorporated by the operating unit under its grants and contracts with American Indian and Alaska Native tribal governments. The payment of the TERO fee, which supports the tribal employment rights office to administer the preferences, should generally be allowable as an expense that is necessary and reasonable for proper and efficient performance and administration of an award, as provided under the applicable cost principles set out in 2 C.F.R. part 225.

3) Award Payments

Your award payments will be made through electronic funds transfers using the U.S. Department of the Treasury's Automated Standard Application for Payments (ASAP) system. Grantees must enroll in the ASAP system by emailing the following information to ASAP.Inquiries_Enrollment@noaa.gov :

1. EIN#
2. DUNS#
3. Name of Organization
4. Type of Organization (i.e. Non-profit, For Profit, State etc.)
5. Address
6. Point of Contact
7. Title
8. Point of Contact's Email Address
9. Phone Number

Please put the award number on the subject line of the email for reference.

Please refer to the NOAA website at: <http://www.ago.noaa.gov/grants/grantees.shtml> for additional information.

4) New Award SAC

This award number NT10BIX5570044, to The Board of Trustees of The University of Illinois, supports the work described in the Recipient's proposal entitled Recovery Act - Urbana-Champaign Big Broadband - Below Ground (UC2B Middle Mile & Last Mile Infrastructure) dated 08/20/2009, and Revision dated 2/22/2010 for budget narrative, detailed project costs, general budget overview, and 424C which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

5) Matching Requirement

Since this award requires the Recipient to provide \$6,852,149 in project-related costs from non-federal sources, the Recipient must maintain its official accounting records an accounting of \$29,386,925.

6) 1724 BTOP-Wide SAC

A. Guidelines for Matching Funds:

Recipient will provide, from non-Federal sources, not less than 20 percent of the total project cost. Matching funds can be in the form of either cash or in-kind contributions consistent with the 15 CFR 14.23, 24.3 and 24.24 as applicable. The recipient may be asked to provide supporting documentation upon request from the Grants Officer or NTIA.

B. Incorporation of Requirements from the Notice of Funding Availability (NOFA):

The recipient shall comply with the requirements found in the Department of Commerce, National Telecommunications and Information Administration Broadband Technology Opportunities Program, 74 FR 33104 (July 9, 2009).

(<http://frwebgate6.access.gpo.gov/cgi-bin/PDFgate.cgi?WAISdocID=78358791284+0+2+0&WAIAction=retrieve>)

C. Nondiscrimination and Interconnection:

The recipient shall comply with the nondiscrimination and network interconnection obligations set forth in section V.C.2.c of the NOFA and in Section 6001(j) of the Recovery Act. Recipients may be asked to provide supporting documentation upon request from the Grants Officer. Failure to comply with this provision of the award may be considered grounds for any or all of the following actions: establishment of an account receivable for affected BTOP award, withholding payments under any and all BTOP awards to the recipient, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any BTOP active awards, and termination of any BTOP active awards.

D. Under-Served and Unserved Service Areas:

For infrastructure projects, the recipient certifies that its proposed funded service areas satisfies the definition of unserved or underserved area as set forth in the NOFA. To the extent that a proposed funded service area is later deemed not to be under-served or unserved, the Grants Officer and NTIA reserve the right to modify the terms and conditions of this award, including available funding, as necessary to ensure compliance with the NOFA.

E. Security Interest in Real Property including Broadband Facilities and Equipment:

The recipient shall execute a security interest or other statement of NTIA's interest in real property including broadband facilities and equipment acquired or improved with Federal funds acceptable to NTIA, which must be perfected and placed on record in accordance with local law. This security interest will provide that, for the estimated useful life of the real property, facilities, or equipment, the recipient will not sell, transfer, convey, or mortgage any interest in the real property including broadband equipment acquired or improved in whole or in part with Federal funds made available under the award, nor shall the recipient use the real property including broadband facilities and equipment and for purposes other than the purposes for which the award was made, without the prior written approval of the Grants Officer. Such approval may be withheld until such time as the recipient first pays to NTIA the Federal share of the real property including broadband facilities and equipment as provided in 15 CFR 14.32. This security interest shall be executed in advance of any sale or lease and not later than closeout of the grant.

F. Payments and Advances:

Payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers.

in accordance with the requirements of the Debt Collection Improvement Act of 1996. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP: (1) ASAP account number - the award number found on the cover sheet of the award; (2) Agency Location Code (ALC); and Region Code.

Advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no case should advances exceed the amount of cash required for a 30-day period. Advanced funds not disbursed in a timely manner and any applicable interest must be promptly returned to DOC. If a recipient demonstrates an unwillingness or inability to establish procedures which will minimize the time lapsing between the transfer of funds and disbursement or if the recipient otherwise fails to continue to qualify for the advance method of payment, the Grants Officer may change the method of payment to reimbursement only.

G. Post Award Reporting Requirements:

The recipient shall submit a "Financial Status Report" (SF-425) on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31 or any portion thereof. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 shall be submitted within 90 days after the expiration date of the award.

The recipient shall submit program-specific quarterly performance reports electronically to the Federal Program Officer in the same frequency as the Financial Status Report (SF- 425) unless otherwise authorized by the Grants Officer. The Federal Program Officer will provide updated instructions for accurate report completion at least 30 days prior to reporting period end date.

Recipients shall submit baseline project plans and details regarding key outputs and outcomes from their projects with their first quarterly performance (technical) report. Federal Program Officers will provide guidance on the format and content of these baseline plans and details for this one-time data gathering activity.

H. Notice of Limited Waiver of Section 1605 (Buy American Requirement) of the American Recovery and Reinvestment Act of 2009 (ARRA)

In accordance with Section 1605 of the Recovery Act, the Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR31410 (July 1, 2009).

Due Date: 05/01/2010

7) 1724 Environmental SAC

The grantee may not expend any Federal funds other than Management and Administration (M&A) funds prior to the following:

- The completion of an environmental assessment (EA) in order to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). Review of the application indicates that proposed activities may impact cultural sites, historical sites, critical habitats, wetlands and brownfields. These potential impact areas should be fully evaluated in the EA;
- The completion of consultation with the State Historic Preservation Office (SHPO) and with the appropriate federally recognized Native American tribes, as required under Section 106 of the National Historic Preservation Act of 1966 (16

U.S.C. 470 et seq.) (NHPA), and with the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.):

- The acquisition of all required permits from the U.S. Army Corps of Engineers to address potential impacts to wetlands, and;
- The compliance with all other applicable federal, state, and local environmental and historic preservation laws.

Project implementation (procurements, demolition, construction, ground disturbance, etc.) may not begin prior to the completion of the above activities. Environmental Assessments and all Consultations must be completed no later than six months after the award date unless a formal request for extension is submitted and approved by the Grants Officer. The grantee must comply with all conditions placed on the project as the result of consultation processes.

The allowable use of M&A funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction project planning, including collecting environmentally related information;
- Applications for environmental permits;
- Studies such as the EA, and any wetland delineations, Biological Assessments (BAs), archaeological surveys, or other required analyses, and;
- Required consultation activities.

While this Special Award Condition is in effect, the Recipient shall submit, in advance of any draw downs from the Automated Standard Application for Payments (ASAP), documentation that details all M&A expenditures to be covered with the requested disbursement of funds. This documentation will be submitted electronically to the Grant Office and reviewed and approved by the Program Officer prior to funds being approved for disbursement through ASAP.

Once the EA has been completed, NTIA will review all documentation and determine whether the EA sufficiently addresses all resource areas and whether the project may qualify for a Finding of No Significant Impact (FONSI). Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The grantee is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The grantee shall notify NTIA within twenty-four (24) hours upon receipt of any notices of foreclosure, notices for continuing consultation received from the SHPO, Tribal Historic Preservation Office (THPO), USFWS, or other consulting party, or notices of noncompliance received from consulting authorities or regulatory agencies.

Any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable regulatory requirements.

For all ground disturbing activities that occur during project implementation, the recipient must ensure that an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitors ground disturbance, and if any potential archeological resources are discovered, then the grantee will immediately cease construction in that area and notify NTIA and the appropriate SHPO or THPO.

Due Date: 07/01/2010

Attachment 7

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
<small>11</small> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



REPORT TO CITY COUNCIL

FROM: Steven C. Carter, City Manager

DATE: July 29, 2011

SUBJECT: EXPLANATION OF COUNCIL BILL NO. 2011-

A. Introduction: The purpose of this Council Bill is to authorize the City Manager to execute a federal subaward agreement with the University of Illinois in the total amount of \$10,890,836 and to enter into a contract with Western Utility Contractors for construction of the UC2B fiber to the curb project in the negotiated amount of \$9,329,000. The remaining \$1,561,836 is available for project contingency and to reimburse the City for other construction related activities, such as engineering services for construction observation and management.

B. Recommended Action: The Administration recommends approval of this Council Bill.

C. Prior Council Action:

- On June 9, 2009, Council discussed the “Big Broadband” economic stimulus grants project proposed for Champaign-Urbana (SS 2009-044).
- On August 4, 2009, Council approved a resolution in support of a grant application for federal funds for the “Big Broadband” Project and the City's share of the 20% local match required by the grants (CB 2009-160).
- On August 4, 2009, Council approved an intergovernmental agreement to create a consortium, consisting of the University of Illinois, the City of Urbana, and the City of Champaign, to apply for the grant and to manage the resulting infrastructure (CB 2009-161).
- On March 16, 2010, in a special pre-Council meeting study session, Council discussed the “Big Broadband” project with a hired independent consultant (SS 2010-021).
- On March 16, 2010, Council formally accepted the \$22,534,776 grant offered by the Federal government for Broadband Technologies Opportunity Program (BTOP) established by the American Recovery and Reinvestment Act (ARRA) of 2009 and a \$3,500,000 Department of Commerce and Economic Opportunity (DCEO) grant offered by the State of Illinois (CB 2010-035).
- On July 6, 2010, an information only memo provided Council a general update on the UC2B project.
- On August 10, 2010, Staff provided Council an update on UC2B activities (SS 2010-053).
- On March 8, 2011, Staff provided Council an update on UC2B activities (SS 2011-016).
- On June 21, 2011, Staff provided Council an update on UC2B activities (SS 2011-045).
- On July 5, 2011, Council approved CB 2011-120 that rejected the bids that were received on June 17, 2011 for construction of the fiber to the curb project and authorized staff to

negotiate a reduced price that was within the budget provided for in the federal grant. That Council Bill also authorized staff to execute that negotiated agreement if the costs were acceptable. Alternatively, the Council Bill also authorized staff to reject and re-bid if it were necessary.

D. Summary:

- Project bids were over original engineer’s estimates.
- Council authorized staff to renegotiate bids for a lesser scope of work.
- Negotiations resulted in revised costs for the City’s portion of the project.
- Both the UI and Urbana also re-negotiated prices for a revised scope of work.
- Negotiations have resulted in total project pricing that is below the project budget and provides for a project contingency of 7.63%.
- The UI has presented a subaward agreement to the City which provides the City with grant funds to pay for construction and construction-related activities such as construction observation, implementation and management in the amount of \$10,890,836.
- The Council Bill authorizes the City Manager to execute the subaward agreement in this amount and to execute the contract with Western Utilities in the negotiated amount of \$9,329,000.

E. Background:

1. Urbana Champaign Big Broadband – Infrastructure Installation Project and Bid Results. In early April 2011, Shive-Hattery delivered early versions of the construction plans for the first phase, i.e. backbone ring design, of the project with a “design to” budget of \$18,665,299 which included an 8% contingency (\$17,282,685 base + \$1,382,615 contingency). Champaign, Urbana, and the University each had their own separate FTTC project based on a decision early in the design process to split the project into three pieces.

The table below illustrates the original project budget, original project contingency shares, engineer’s estimates, the construction bid results, not including contingency.

Agency	Project Budget	Project contingency (8%)	Engineer’s Estimate	Low Bid	Amount Under/(Over) the Project Budget
Champaign	\$9,348,367	\$747,869	\$9,212,501	\$10,944,000	(\$1,595,633)
Urbana	\$4,512,905	\$361,032	\$5,744,423	\$5,411,000	(\$898,095)
University	\$3,421,413	\$273,713	\$1,652,007	\$1,567,574	\$1,853,839
Totals	\$17,282,685	\$1,382,614	\$16,608,931	\$17,922,574	(\$639,889)*

*Not including contingency.

Based upon the original project budget, the bids were over the construction budget by \$639,889 and did not include any contingency for cost overruns. With the original 8% contingency figured into the results, the bids were over by \$2,022,503.

2. Budget Adjustments and Project Contingency. Once the bids were received and the component projects and proposals reviewed in detail, it was determined that the project needed to maintain a 10% contingency and the budget for construction only on the fiber to the curb phase was reduced to \$15,251,625. This revised budget plus the 10% contingency was then \$16,776,787. The project was \$2.67M over budget.

3. Negotiations with Low Bidders. Staff from each of the agencies determined that it was necessary to reduce the scope of the project and attempt to negotiate with the low bidders for reduced pricing in an attempt to come within the budget. If this were unsuccessful, then the project would likely have to be re-bid. Re-bidding would definitely result in further delay to the project putting the grant-imposed deadlines at risk, and it was also possible that the results from a re-bid would still not yield the pricing that was needed.

As a result, Council directed staff to reject the bids that were received and to negotiate a revised price based upon a reduced scope. A summary of the reductions is Attachment A to this Report to Council. The result of that process is that the revised pricing from Western Utilities, the City's low bidder, is now \$9,346,000 with an alternate that produces another \$17,000 in savings for a total of \$9,329,000 for the City's portion of the project. The total of the negotiated bids (Urbana, Champaign, and UI) is currently \$15,701,000, which leaves a project contingency of 7.6%. Staff of each of the agencies has determined that this is the lowest reduction in pricing that is possible based upon the current design scope. This status has been weighed against the advantages and disadvantages of re-bidding the project. Normally, the City budgets for a larger contingency, usually 10% or higher, depending upon the nature of the project. Because this is an underground project, it is difficult to anticipate or quantify the unknown risk presented by obstacles or conflicts that are not visible. Obstacles or opportunities for construction conflicts or resulting extra costs, such as damage to unmarked sewers, are likely to occur more frequently when they are below ground. The current project budget covers these risks but leaves a 7.6% contingency. However, engineering staff of each of the member agencies are comfortable with this level. And, because much of the grant funding is unspent at this time, along with the fact that certain project costs can be controlled by the parties, e.g. reimbursement for staff time spent on the project, staff is cautiously recommending that the project proceed with this reduced level of contingency. However, in the event that construction costs for this phase exceed the bid amounts, the City may be held accountable for any cost overruns to ensure that the remaining grant funding is available for the fiber to the premise phase of the work.

Western Utilities is the low bidder on the Champaign and UI portions of the project. John Burns is the low bidder for Urbana. Each of the contractors has met the 15% Minority and Female Business Enterprise Act (MAFBE) goal for the project. This Council Bill authorizes the City Manager to execute a contract with Western Utilities in the negotiated amount of \$9,329,000 once the UI has executed the subaward.

4. Federal Subaward. This Council Bill also authorizes the City Manager to execute an agreement with the University of Illinois for a subaward that provides grant funding to the City

in the total amount of \$10,890,836. In addition to the construction costs and contingency (\$10,093,680), the award provides \$767,156 in funding to the City for other construction-related activities such as construction observation and inspection and eligible marketing and outreach activities. Refer to Attachment 2 of the subaward for a breakdown in these categorized efforts. It is anticipated that staff will present an engineering services agreement to Council on August 16 to hire Shive-Hattery to provide the on-sight construction observation and management for the project to supplement staff efforts on the project. Shive has been the design engineer for the University to date and has intimate knowledge of the project.

5. Project Construction Completion Date. Per the requirements of the Federal BTOP grant, 67% of the grant funds must be spent by January 31, 2012, and 100% of the grant funds must be spent by January 31, 2013. The time necessary to construct the project will make it very difficult to meet the interim completion date of January 31, 2012. However, staff is confident that the project can still meet the overall project deadline of January 31, 2013 if we proceed at this time. Further delay in the decision-making process, negatively impacts the ability of the contractors to complete the project per these deadlines.

6. Letter of Understanding Among the Parties for UC2B Operational Activities. This Council Bill does not provide for funding of operational expenses that are to be covered by the member agencies' budgets. The members are currently negotiating a non-binding Letter of Understanding that is consistent with the existing intergovernmental agreement that provides for the UC2B Consortium. The Letter articulates in writing the responsibilities that the City of Champaign will have as the Lead Agency for Operations during the initial start up period through June 30, 2013 which include managing operations during and after construction; marketing services; and coordinating all UC2B activities. It also establishes a preliminary budget for operations during this period based upon a previously-agreed-upon funding formula of 42% Champaign, 33% UI and 25% Urbana. Other preliminary commitments are that the UI will assign certain grant funded personnel to the City for additional staff support with responsibilities and accountability back to the UC2B Policy Committee. In the Letter, the UI has also committed to maintain core networking equipment and electronics for 2 years from the commencement of retail services; provide funds to purchase up to 1 Gbps of internet connectivity and data transport for 5 years after the commencement of retail services. Once the start up period is complete, the UI also agrees to transfer the built infrastructure over to UC2B and will no longer be a partner in the Consortium moving forward.

Staff anticipates that this non-binding Letter of Understanding may be presented to Council for consideration at a Special Regular Business meeting on August 9 after the UC2B Policy Committee has had a chance to review it and provide input on the terms.

E. Alternatives:

1. Approve this Council Bill, authorizing the City Manager to execute an agreement with Western Utility Contractors and to execute the Federal subaward with the University of Illinois.
2. Do not approve the Council Bill and provide further direction to staff.

F. Discussion of Alternatives:

Alternative 1 approves the Council Bill. Such action will allow construction to begin on the fiber to the curb project and provides the City with grant funding to carry out the construction and construction-related activities.

a. Advantages

- Contract and subaward are executed demonstrating progress toward implementation of the project in advance of the visit from federal grant administrators on August 10 and 11.
- Letter of Understanding is allowed to proceed and may be executed also prior to August 10 and 11.
- Project has greater likelihood of completion by grant imposed deadlines.
- Scope of project has been reduced to result in lowest pricing possible without re-design and re-bidding.
- Provides access to grant funding which will, in part, cover a portion of City staff time devoted to support of the project.
- Big broadband construction may begin.
- Progress toward reducing the digital divide is made.
- Champaign-Urbana area will have a fiber optic backbone network constructed with grant funds providing faster internet speeds on an open-access network that provides more choice at competitive rates.

b. Disadvantages

- Project will proceed with a 7.6% contingency which may put City at risk for funding cost overruns.
- No budget has been identified that would cover the extra construction cost.

Alternative 2 do not approve the Council Bill and provide further direction to staff.

a. Advantages

- Would not put the City at risk for cost overruns.

b. Disadvantages

- If not authorized to proceed with the construction contract and directed to re-bid, could result in higher bids or, possibly, no bids.
- Could delay other agencies' progress or the overall ability to complete the project.
- It is possible that the community will be unsuccessful delivering big broadband.

G. Community Input: The UC2B Policy Board and Technical Committee have been conducting bi-weekly meetings since April 13, 2010. At times, the Policy Board and Technical Committee have held additional meetings to meet grant and project deadlines. Public notices are

posted for all meetings. The meetings are well attended by members of the community, and the Policy Board and Technical Committee encourage public comment during the meetings.

As noted in the prior Council actions section of this report, the “Big Broadband” Project and UC2B items have come before the Council on several occasions dating back to June 9, 2009. On each of those occasions, the community was given an opportunity to provide comment.

Community input was not sought on the specific issue of approving the construction contract with Western Utilities or on the Federal subaward. However, staff presented information on the status of the construction project at the Study Session on June 21st and subsequently on the status of negotiations to the Policy Board and Technical Committee members. The community will have the opportunity to provide input at this Council meeting as well.

H. Budget Impact: The UC2B project is funded by a \$22,534,776 BTOP grant from the Federal government and a \$3,500,000 DCEO grant from the State of Illinois. All of these funds are held by the University of Illinois Board of Trustees as the grant recipient. In addition to the grant funding, there is a 20% local match required. Champaign’s portion of the local match is \$498,070. These funds combined will be used to cover all of the construction-related components of the UC2B project, including the Fiber-To-The-Premises portion and the marketing/canvassing efforts directly related to gaining subscribers. The total project budget is approximately \$29.5 million, of which \$10.89 million is being provided to the City of Champaign for its portion of construction and construction-related activities for this fiber to the curb project. There is adequate funding in the City’s Capital Improvement Plan to cover Champaign’s \$498,070 contribution to the project. However, there are no additional funds budgeted to cover any costs above this amount. Neither the City of Urbana nor the University have additional funds available to cover costs in excess of their 20% local match share either making it necessary to reduce the scope of the project in order to meet the construction portion of the grant budget.

I. Staffing Impact: Staff in several City departments have supported this project to date, including the City Manager’s Office, Finance, Legal, and Information Technologies. It is anticipated that more than 8,000 hours in staff time will be necessary to support this effort over the next Fiscal Year. This includes 2,600 hours in Public Works staff time to cover project management and part-time observation for the construction part of the project. More than 5,000 hours of staff time from the Finance Department, Legal Department and City Manager’s Office are anticipated in FY 11/12 in the Lead Agency role. And additional staff time in Information Technologies will also be necessary to act in the Project Manager role on behalf of the City as a member agency of the UC2B Consortium.

Prepared by:

Teri Legner
Economic Development Manager

Attachment A: Summary of Reductions in Scope for FTTC Project

Summary of Reductions in Scope for the Fiber to the Premise Project

1. Eliminate all spare ducts
2. Reduce the strand count on backbone rings 288 to 216
3. Combine paralleling 216 count cables into a single 432 count cable where applicable
4. Eliminate the Rising Road loop, remain on Staley from Kirby to Windsor (based on base bid route)
5. Reconfigure 2 rings around Station #6
6. Reduce conduit from SDR 9 to SDR 13.5
7. Eliminate connections not originally part of the grant application (pump stations) and base bid
8. Contractors purchase pre-populated neighborhood cabinets
9. Reduce frequency of as-built data points from 30' to 100'
10. Allow plowing on conduit in open areas – approx. 40,000 LF
11. Relax pull tape requirements
12. Allow conduit splices
13. Switch to pea gravel instead of stainless steel mesh in hand holes
14. Relax the fiber specification
15. Reduce the length of fiber in pulling hand holes
16. Eliminate fiber end sealing requirements
17. Use small ground cable in hand holes
18. Eliminate ROW permits and street degradation fees
19. Relax schedule for interim completion (66.6%)
20. Revise cable marker spacing
21. Elimination of deep excavations (5' or greater) for hand holes near highway and rail crossings



UC2B Policy Board

From Teri Legner, Economic Development Manager, City of Champaign

Date: July 29, 2011

Subject: Resolution 2011-04: A Resolution Authorizing the Transfer of Funds Among Project Cost Categories

The purpose of this Resolution is to authorize the Project Investigator to transfer funds among project cost categories in the amount of \$135,616 to provide for a total Fiber-To-The-Curb (FTTC) construction project contingency of 8%. It is proposed that the funds be transferred from the #4: Architectural and Engineering Fee line item (\$46,596) and the #10 Equipment: Fiber-To-The-Premise (FTTP) electronics line item (\$89,020) as those costs are expected to be less than budgeted.

Attachment A to the Resolution depicts the impacted line items and will be the revised budget upon approval.

RESOLUTION NO. 2011-04

A RESOLUTION
AUTHORIZING THE TRANSFER OF FUNDS AMONG PROJECT COST CATEGORIES

BE IT RESOLVED BY THE POLICY BOARD OF THE URBANA CHAMPAIGN BIG BROADBAND CONSORTIUM (UC2B) as follows:

Section 1. That the Project Investigator for the Project Budget for construction of the UC2B infrastructure is hereby authorized to transfer funds in the total amount of One Hundred Thirty-five Thousand Six Hundred Sixteen Dollars (\$135,616) among cost categories as shown in Attachment A.

Section 2. That the transfer is necessary to provide for a contingency of eight (8) percent or One Million Two Hundred Sixty-One Thousand Two Hundred Eighty Dollars (\$1,261,280) for the Fiber-To-The-Curb Phase 1 construction project.

Section 3. That the amount of the transfer is less than ten (10) percent of the total project budget and therefore is not subject to further approval by the National Telecommunications and Information Administration pursuant to the terms of the Broadband Technology Opportunities Program grant award.

Section 4. That this Resolution shall be effective upon passage.

RESOLUTION NO. 2011-04

DATE PASSED:

APPROVED: _____
Policy Board Chair



Urbana-Champaign
Big Broadband

Revised Federal Budget as reported on Form 424C

	424C Total	F&S	CITES	Urbana	Champaign	Totals
1. Administrative and legal expenses		\$0	\$23,200	\$0	\$0	\$23,200
Explanation - this will go for legal expenses associated with negotiating IRU's.	\$23,200					
2. Land, structures, rights-of-way, appraisals, etc		\$0	\$23,200	\$0	\$0	\$23,200
Explanation - These expenses were included in Construction	\$23,200					
3. Relocation expenses and payments		\$0	\$0	\$0	\$0	\$0
Explanation - No anticipated expenses	\$0					
4. Architectural and engineering fees		\$1,368,467	\$0	\$97,994	\$289,422	\$1,755,883
Explanation - The Shive-Hattery contract has several components. Most of the cost is in this budget line. The remainder is in the next budget line.	\$1,755,883					
5. Other architectural and engineering fees		\$742,471	\$0	\$0	\$0	\$742,471
Explanation - This is S-H's anticipated reimbursable expenses.	\$742,471					
6. Inspection			\$345,696	\$175,562	\$262,734	\$783,992
Explanation - These are the costs for staff time and benefits for construction inspection. of the cities and the University.	\$783,992					
7. Site work		\$8,375		\$8,375	\$16,750	\$33,500
Explanation - FTTP Construction-related site preparation.	\$33,500					
8. Demolition and removal		\$18,720	\$0	\$18,720	\$37,440	\$74,880
Explanation - FTTP Construction-related work.	\$74,880					
9. Construction		\$2,403,028	\$4,210,789	\$5,474,505	\$10,279,490	\$22,367,812
Explanation - This falls into the categories as detailed below.	\$22,367,812					
Phase 1 Construction:	\$15,657,620	\$1,372,905	\$0	\$4,992,905	\$9,291,810	\$15,657,620
Phase 1 Construction 8% Contingency	\$1,261,280	\$112,000		\$401,600	\$747,680	\$1,261,280
Node Work	\$561,100	\$561,100	\$0	\$0	\$0	\$561,100
Existing Infrastructure	\$485,798	\$0	\$485,798	\$0	\$0	\$485,798
Canvass and FTTP Easements:	\$532,500	\$0	\$452,500	\$0	\$80,000	\$532,500
Construction Management:	\$240,000	\$0	\$0	\$80,000	\$160,000	\$240,000
Fiber Drops, Inside Wiring & Installation:	\$2,700,000	\$0	\$2,700,000	\$0	\$0	\$2,700,000
Implementation Staff time & Benefits	\$929,514	\$357,023	\$572,491	\$0	\$0	\$929,514
Transfer from Equipment 7/20/11	\$89,020					
Transfer from Engineering	\$46,565					
Reduction of F&S Charges	\$92,977					
Subtotal:	\$22,367,812	\$2,403,028	\$4,210,789	\$5,474,505	\$10,279,490	\$22,367,812
10. Equipment		\$0	\$3,503,872	\$0	\$0	\$3,503,872
Explanation - This falls into three main categories as detailed below.	\$3,503,872					
FTTP Electronics:	\$2,082,029		\$2,082,029			\$2,082,029
Core Electronics: Servers, Routers, Switches, Test Equipment & Network Monitoring Tools	\$1,146,843		\$1,146,843			\$1,146,843
BSS/OSS System	\$275,000		\$275,000			\$275,000
Subtotal:	\$3,503,872	\$0	\$3,503,872	\$0	\$0	\$3,503,872
11. Miscellaneous, Travel & Consultants		\$0	\$73,115	\$0	\$5,000	\$78,115
12. SUBTOTAL (add #1 through #11)	\$29,386,925	\$4,541,061	\$8,179,872	\$5,775,156	\$10,890,836	\$29,386,925
			All Non Construction	\$353,556	\$797,156	
13. Contingencies	\$0				\$80,000	\$29,386,925
14. SUBTOTAL (add #12 and #13)	\$29,386,925				\$5,000	
15. Project (program) income	\$0			\$175,562	\$262,734	
16. TOTAL PROJECT COSTS (subtract #15 from				\$97,994	\$289,422	
				\$80,000	\$160,000	
			Non-Construction Sub Awards:	\$353,556	\$797,156	

Original Construction Total	\$22,232,196
Add \$89,020 from Equipment	\$89,020
Add \$92,977 from F&S Fees (already in that NTIA budget line, but part of Implementation)	internal
Add \$46,596 from Engineering	\$46,596
	\$22,367,812