



LISC P.A. # 54368-0001

December 15, 2022

Mayor Richard Irvin
City of Aurora Illinois
44 E. Downer Place
Aurora, IL 60505 - 3302
mayorsoffice@aurora.il.us

**Re: Rebuild Illinois for Distressed Communities - Corridor Improvements Grant
LISC Grant: Rebuild Illinois – Peoria
Program Action 54368-0001**

On the following pages you will find your LISC grant agreement. Please carefully review the terms and conditions, sign and return a complete PDF copy of the document to grants_contracts@lisc.org, copying Heather Moore, Program Officer at HMoore@lisc.org, and Stephanie Ross, Program Assistant at SRoss@lisc.org.

If you have any additional questions regarding this agreement, please contact the person(s) listed above.

This **GRANT AGREEMENT** (the “Grant Agreement”) is made by and between **LOCAL INITIATIVES SUPPORT CORPORATION (“LISC”)**, a New York not-for-profit corporation with principal offices located at 28 Liberty St, 34th Floor, New York, NY 10005 and **City of Aurora Illinois**, whose principal place of business is located at **44 E. Downer Place, Aurora, IL 60505 - 3302 (“Grantee”)**. The primary signatory for the Grantee is Mayor Richard Irvin at mayorsoffice@aurora.il.us.

GRANT AGREEMENT TERMS AND CONDITIONS

WHEREAS, LISC has received funding from the State of Illinois Department of Commerce and Economic Opportunity (“DCEO”, the “State” or the “Department”) to administer the Rebuild Distressed Communities Grant Program (the “Program”);

WHEREAS, through the Program, LISC will make funding available to eligible municipalities, nonprofits, or community economic development/corporations (“Eligible Grantees”) to pay for eligible capital improvement projects in areas where civil unrest during protests and demonstrations on or after May 25, 2020 occurred;

WHEREAS, as administrator of the Program, LISC will work with the State to: (a) evaluate whether grant applicants are Eligible Grantees pursuant to Program guidelines; (b) confirm that the commercial corridors to be improved meet Program guidelines; (c) ensure that the new capital improvement project qualifies as an eligible bondable cost; and (c) collect and evaluate required documentation to ensure project work is for a qualified use;

WHEREAS, the commercial corridor to be improved is located at the property described in **Exhibit A** (the “**Commercial Corridor**”) and some portion of the Commercial Corridor was damaged as a result of civil unrest during protests and demonstrations on or after May 25, 2020;

WHEREAS, in response to a request for proposals issued on April 5, 2021, Grantee submitted a request for a Grant to improve the Commercial Corridor, and LISC and the State have determined that Grantee is eligible to receive Program funding (the “**Grant**”), subject to the terms and conditions of this Agreement;

WHEREAS, LISC shall make funding available in the amount outlined in **Exhibit A** (the “**Grant Amount**”) in accordance with the budget in Exhibit A (the “**Grant Budget**”) and shall disburse Grant funds in accordance with the terms and conditions outlined herein to aid Grantee in obtaining bondable capital improvements for the Commercial Corridor in accordance with Program guidelines (the “**Work**” or the “**Project**”); and

WHEREAS, LISC agrees to make the Grant upon the terms, covenants, and conditions set forth herein, and Grantee agrees to accept the Grant and expressly covenants to comply with and perform all of the terms, covenants and conditions of this Agreement and all other documents or agreements executed in connection herewith.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, LISC and the Grantee hereby agree as follows:

Use of Grant Funds. Grantee shall use Grant funds to pay the work described in the scope of work at **Exhibit B** (the “Scope of Work” or “SOW”), which is attached hereto and incorporated into the Agreement, provided that the aggregate cost of all the work performed does not exceed the Grant Amount. All Grant funds to facilitate the Project shall be used to pay for bondable capital expenses as defined in the bondability guidelines attached at **Schedule A** and incorporated into this Agreement. All capital improvements made as part of the Project shall be conducted in accordance with the terms and conditions outlined in this Agreement.

Access to the Commercial Corridor. The Grantee agrees to secure access to the Commercial Corridor for LISC and its Construction Monitoring Consultant (“CMC”) to ensure that the Work is progressing as scheduled and that Work is being performed to customary standards of quality. Grantee will ensure that the Commercial Corridor is available and safe for entry, inspection, and work.

Construction Administration. Any capital improvements made to the Commercial Corridor with Grant funds shall be made in accordance with the terms and conditions below:

A. Construction at the Commercial Corridor shall be monitored by the Construction Manager identified in Exhibit A.

B. The Grantee shall adhere to the Construction Terms and Conditions in **Exhibit C**, which Exhibit C is attached hereto and incorporated into the Agreement.

C. Grantee shall comply with the insurance requirements outlined in **Exhibit D**, which Exhibit D is attached hereto and incorporated into the Agreement.

Disbursement of Grant Funds. Subject to the terms and conditions of this Agreement, LISC will pay for eligible bondable expenses that in the aggregate do not exceed the **Grant Amount**. Disbursements of Grant funds shall be subject to the terms and conditions below and made in accordance with the procedures set forth below:

A. All representations and warranties made by the Grantee in this Agreement, and in its application, shall be true and correct in all material respects on the date of the disbursement

with the same effect as though such representations and warranties had been made on and as of such date.

B. The first disbursement of Grant funds will occur only after LISC has received (1) an executed grant agreement between Grantee and LISC; (2) a copy of any contract required to facilitate the completion of the Project; (3) evidence of insurance that meets the terms and conditions outlined in Exhibit D of this Agreement; (4) written authorization from the LISC Point of Contact for the disbursement.

C. LISC shall disburse Grant funds to pay for work only upon Grantee's written approval. If a dispute arises with regard to any work performed by any hired vendor or contractor, Grantee shall contact LISC through the Point of Contact with questions or concerns.

D. Upon authorization by Grantee to disburse Grant funds to facilitate the Work, LISC shall disburse Grant funds directly to the Grantee.

E. LISC may retain a portion not to exceed ten percent (10%) of the Project budget (the "Retainage") as more specifically outlined in Exhibit A until LISC's CMC determines that the Work has been satisfactorily completed.

F. Grantee acknowledges and agrees that LISC's CMC will conduct site inspections during the Program to evaluate the Scope of Work, disbursement requests, and change orders and to assess work quality. LISC will only fund repairs and/or capital improvements that are identified in the Scope of Work and meet customary standards for work quality as assessed by the LISC's CMC.

G. Within forty-eight (48) hours of receipt, Grantee shall review and respond to any requests for changes to the Scope of Work (Change Orders), and, upon completion of the Work, complete the Acknowledgement of Completion of Work.

H. The Project will be deemed complete as evidenced by a Certificate of Completion from LISC's CMC only after LISC's CMC has confirmed that all governmental approvals for the Project have been obtained (inspections and permits cleared), the Grantee has signed the Acknowledgement of Completion, and the Work has been completed in accordance with the SOW and meets customary standards of quality.

I. LISC shall make up to four (4) disbursements of Grant funds as further described in paragraphs a-c below. All disbursements require the following:

- (1) Submission of an invoice by the Grantee with costs detailed and consistent with the approved scope of work,

- (2) Site inspection and/or approval of invoice by LISC's CMC,
- (3) Approval of invoice by LISC Program Officer.

a. **First Payment (Advance).** Upon receipt of the LISC and Grantee executed grant agreement, a completed invoice from the Grantee, site inspection and approval of the invoice by the CMC, LISC will remit to the Grantee an advance of Grant funds equal to forty percent (40%) of the Grant funding as allocated in the Grant Budget.

b. **Progress Payments.** LISC may, in its sole discretion, make one or two (2) progress payments depending on the needs of the project. The first progress payment may be up to 30% of project costs and the second progress payment may be up to 20% of project costs. If one progress payment is needed, it may be no more than 50% of the project cost. For the first progress payment, Grantee must demonstrate that at least 80% of the Advance amount was spent in accordance with this Agreement and an inspection by the CMC must confirm that at least 40% of the Scope of Work has been completed. If a second progress payment is made, similar conditions to the first progress payment will need to be met regarding expenditures and progress of work.

c. **The Remainder of Grant funds.** Grant funds remaining in the Grant Budget to pay for the Work after disbursement of the Advance and any Progress Payments shall be released to the Grantee after the following conditions have been met:

- (1) Determination by LISC's CMC that the Work has been satisfactorily completed, as evidenced by an Acknowledgement of Completion from the Grantee and a Certificate of Completion from LISC's CMC;
- (2) Satisfactory final inspection and approval of final costs by the CMC, Grantee, and LISC Program Officer;
- (3) Receipt by LISC of all materialman's release of lien and certification of payment affidavits from contractors hired for the work; and
- (4) Evidence that contractors have issued all warranties to Grantee.

The amount of Grant funds released as the Remainder shall constitute the remaining cost of the Scope of Work, plus or minus any approved changes to the Scope of Work. **Evidence of Compliance with Prevailing Wage Act and Business Enterprise Program (BEP) plan may also be required prior to final disbursement of grant funds.**

Availability of Funds.

This Agreement is contingent upon and subject to the availability of sufficient funds. LISC may terminate or suspend this Agreement, in whole or in part, without penalty of further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made

available to LISC by the State, (ii) the State reserves funds, or (iii) the State determines that funds will not or may not be available for payment. LISC shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

Termination.

Termination of Grant Agreement.

1. LISC may terminate this Agreement at any time without liability to the Grantee upon the occurrence of any of the following: (i) the Grantee materially fails to comply with the terms or conditions of this Agreement; and (ii) any representation or warranty made by the Grantee in this Agreement or in its application proves to have been false, misleading, or incorrect in any material respect when made.

In the event of a termination of this Agreement due to the discovery that a representation or warranty made by the Grantee was false, misleading or incorrect in any material respect when made (including when deemed to be made at each request for disbursement), LISC may demand in its sole and absolute discretion that the Grantee repay all monies disbursed by LISC on behalf of the Grantee, and the Grantee shall promptly remit such payment to LISC. In addition, LISC may pursue all remedies available to it at law and in equity. In addition, LISC may suspend payment under this Agreement at its reasonable discretion, and LISC will have no obligation to restore to Grantee any amount of disbursements that were suspended.

2. LISC may terminate this Agreement without cause upon thirty (30) days' written notice to the Grantee. LISC will not disburse any Grant funds for expenses or costs incurred after the Grantee's receipt of any such notice of intent to terminate.

3. Notwithstanding anything contrary in this Agreement, LISC may terminate this Agreement, and any obligation to fund services under this agreement, immediately upon the suspension or termination of the Program or any determination by LISC that the Grantee is ineligible for Grant disbursement under the Program.

Suspension. LISC may suspend this Agreement, in whole or in part, pursuant to a funding failure (LISC does not receive monies from the State to provide the Grant) or if the Grantee fails to comply with the terms and conditions of this Agreement. If suspension is due to Grantee's failure to comply, LISC may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by LISC.

Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this Grant award, LISC may impose additional conditions on Grantee, as described in the State of Illinois Grantee Compliance Enforcement System 2 C.F.R. Part 200.207. If LISC determines that non-compliance cannot be remedied by imposing additional conditions, LISC may take one or more of the actions described in 2 C.F.R. Part 200.338. The parties shall follow the State's policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System, 44 Ill. Admin. Code §§ 7000.80, 7000.260.

Objection. If LISC suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by LISC in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System, 2 C.F.R. Part 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

Remedies for Non-Compliance. If LISC suspends or terminates this Agreement pursuant to the provisions regarding suspension or termination described herein, LISC may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

- (a) Direct the Grantee to refund some or all of the Grant funds disbursed under this Agreement;
- (b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value", if applicable, of all equipment or materials purchased with Grant funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant funds provided under this Agreement at its current fair market value, less selling expenses; and
- (c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant funds provided under this agreement to LISC or its designee.

Grantee Funds Recovery Procedures. In the event that LISC seeks to recover funds disbursed pursuant to this Grant award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Grant award, the parties agree that LISC will pursue all available remedies in order to recover any Grant funds that have been paid hereunder.

Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Grant award under the terms of this Agreement, whether expended by Grantee or a contractor or subcontractor of Grantee. LISC may seek any remedies against Grantee permitted pursuant to this Agreement and 2 C.F.R. Part 200.338 for the action of a contractor or subcontractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Grant award and Agreement.

Program Requirements.

The Grantee shall carry out each activity under this Agreement in compliance with all Federal, State, and local laws and regulations.

Upon request and in a timely fashion, Grantee must provide LISC with data related to corridor operations as required by the Program. Failure to provide data to LISC shall constitute a default under this Agreement.

Required Representations and Warranties.

Standing and Authority.

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the law of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including Grantee's application, any exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

Execution and Delivery of Agreement. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to LISC:

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's activities and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(1) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(2) Have not, within a three (3) year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(3) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (d)(2) of this provision; and

(4) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify LISC of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that LISC is authorized to call Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to the terms and conditions herein and any applicable rules.

Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 U.S.C. 1), the Illinois Income Tax Act (35 Illinois Compiles Statutes ("ILCS") 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes. Compliance with Uniform Grant Rules (2 C.F.R. Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("C.F.R."), and are incorporated herein by reference. See 44 Illinois Administrative Code ("Ill. Admin. Code") 7000.40(c)(1)(A).

Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM, if applicable; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number, if applicable; and (iv) have a valid UEI, if applicable. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in its Grant application change, Grantee must notify LISC in accordance with the provisions of this Agreement.

Certification.

By signing this Agreement, and in connection with the payment of Grant funds hereunder, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth herein, and that supporting documentation, if any, has been submitted or will be submitted

as required by this Agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of this Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 30 ILCS 708/120).

Grantee agrees that it shall comply with the certifications and requirements set forth in Attachment 1 (State of Illinois Rebuild Illinois Distressed Communities Grant Program Certifications and Requirements) to this Agreement, which is attached hereto and made a part hereof. Grantee shall provide LISC with a completed and signed certification form (Attachment 1).

Additional Certifications.

Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges LISC may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

Educational Loan. Grantee verifies that it is not barred from receiving State funding and/or agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

International Boycott. Grantee certifies that neither it nor any substantially owned affiliate company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 C.F.R. Parts 730 through 774).

Dues and Fees. Grantee certifies that it is not prohibited from receiving an award because it pays dues or fees on behalf of its employees or agents, or subsidiaries or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. 7181-7184).

Drug-Free Work Place. If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 U.S.C. 8102.

Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 U.S.C. 20501 *et seq.*).

Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 C.F.R. Part 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376, Subpart C.

Grant for the Construction of Fixed Works. Grantee certifies that all programs for the construction of fixed works that are financed in whole or in part with Grant funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provision of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as

applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Grant award and requiring all bonds of contractors to include a provision as well guarantee the faithful performance of such prevailing wage clause as provided by contract.

Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law No. 104-191, 45 C.F.R. Parts 160, 162 and 164, and the Social Security Act, 42 U.S.C. 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information, Grantee shall maintain, for a minimum of six (6) years after the expiration or termination of this Agreement, all protected health information.

Criminal Convictions. Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an award under 30 ILCS 500/50-10.5, and acknowledges that LISC shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

Forced Labor Act. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor or indentured labor under penal sanction (30 ILCS 583).

Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an award under this paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an award under this paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to LISC, or the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

Illinois Works Review Panel. For awards made for public works projects, as defined in the Illinois Works Program Act, Grantee certifies that it and any contractors(s) or sub-contractor(s) that

performs work using funds from this award, shall, upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

Compliance with Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the Grantee's policies shall be provided to LISC upon request.

Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, LISC may disburse the Grant funds only if the Grantee is required to tender a copy of any such installment payment agreement to LISC. In no event may Grantee utilize Grant funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state or local unit of government.**

Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to LISC's release of Grant funds to contractors and subcontractors.

Mandatory Criminal Disclosures.

Grantee shall continue to disclose to LISC all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Grant award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the term of this Agreement, Grantee must maintain the currency of information

reported to SAM regarding civil, criminal or administrative proceedings as required by 2 C.F.R. Part 200.113 and Appendix XII of 2 C.F.R. Part 200, and 30 ILCS 708/40.

Compliance with Nondiscrimination Laws.

Grantee, its employees, contractors and subcontractors under contracts made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent and amendments thereto:

- a) The Illinois Human Rights Act (775 ILCS 5/1-101*et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. 2000a- and 2000h-6) (*See also* Guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register; February 18, 2002 (Volume 67, Number 13, Page 2671-2685)]);
- d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- e) The Americans with Disabilities Act of 1990 (as amended) (42 U.S.C. 12101 *et seq.*); and
- f) The Age Discrimination Act (42 U.S.C. 6101 *et seq.*).

Lobbying.

Improper Influence. Grantee certifies that no Grant funds have been or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 U.S.C. 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if applicable.

Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the Grantee must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

Lobbying Costs. Grantee certifies that is in compliance with the restrictions on lobbying set forth in 2 C.F.R. Part 200.450. For any indirect costs associated with this Agreement, total lobbying shall be separately identified in the budget, and thereafter treated as unallowable costs.

Procurement Lobbying. Grantee warrants and certifies that it has complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees, contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Certification. This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Maintenance and Accessibility of Records; Monitoring.

Records Retention. Grantee shall maintain for three (3) years from the date of submission of its final expenditure report, if applicable or termination of this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 C.F.R. 200.333, unless a different retention period is specified in 2 C.F.R. Part 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is stated before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions, involving the record have been resolved and final action taken.

Accessibility of Records. Grantee, in compliance with 2 C.F.R. Part 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supported documentation and personnel relevant to this Agreement available to authorized LISC representatives, the Illinois Auditor General, federal authorities, any person identified in 2 C.F.R. Part 200.336, and any other person as may be authorized by LISC (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Section (*Maintenance and Accessibility of Records; Monitoring*), shall establish a presumption in favor of LISC and the State for the recovery of any

funds paid by LISC to Grantee under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. LISC shall monitor the activities of Grantee to assure compliance with all requirements and performance reports, if any, and shall supply, upon LISC's request, documents and information relevant to the Grant award and this Agreement. LISC and the State may make visits as warranted by Program needs. *See* 2 C.F.R. Part 200.328 and 200.331.

Access to Documentation. The Grant award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that LISC and/or the State promulgates or implements. The Grantee must permit any agent authorized by LISC upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions related to this Agreement and Grant award.

Financial Reporting Requirements.

Required Financial Reports. Grantee agrees to submit financial reports as may be requested and in the format required by LISC.

Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or unallowable costs, will be considered a material breach of this Agreement and may be the basis for LISC to recover Grant funds.

Performance Reporting Requirements.

Grantee agrees to submit performance reports as may be requested and in the format required by LISC. Failure to submit any required performance reports may cause a delay or suspension of funding.

Audit Requirements.

To the extent applicable, Grantee shall comply with the following audit requirements:

Single Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal awards (direct and federal pass-through awards combined), Grantee must have a single audit for that year as

required by 2 C.F.R. Part 200.501 and other applicable sections of Subpart F of 2 C.F.R. Part 200. The audit report packet must be completed as described in 2 C.F.R. Part 200.512 (single audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 C.F.R. Part 512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s), if applicable, must be submitted to the State's Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) thirty (30) calendar days after Grantee's receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

Financial Statement Audit. If during its fiscal year, Grantee expends less than \$750,000 in Federal awards, Grantee is subject to the following audit requirements:

- a) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards ("GAGAS"). Grantee may be subject to additional requirements based on the Grantee's risk profile.
- b) If, during its fiscal year Grantee expends less than \$500,000 in Federal and state awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards ("GAAS").
- c) If Grantee is a Local Education Agency (as defined in 34 C.F.R. Part 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state awards.
- d) If Grantee does not meet the requirements regarding the Single Audit and Program-Specific Audit and subparagraphs (a-c) above, but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- e) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual to the State's Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of the Grantee's audit period.

Program-Specific Audit. If during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 C.F.R. Part 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least fifty percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 C.F.R. Part 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the State's Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of: (i) thirty (30) calendar days after receipt of the auditor's report(s), or (ii) nine (9) months after the end of the Grantee's audit period.

Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or GAAS, Grantee shall follow procedures prescribed by LISC and/or the State for the preparation and submission of audit reports and any related documents.

Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

Discretionary Audit. LISC and/or the State may, at any time and their/its sole discretion, require a program specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication with Those Charged with Governance).

Cooperation with Audits and Inquiries, Confidentiality. Pursuant to this Agreement, the Grantee is obligated to cooperate with LISC, the State and other legal authorities in any audit or inquiry related to the Grant award. LISC, the State or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit to inquiry that

has been deemed confidential by LISC, the State or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

Notice of Change.

Notice of Change. Grantee shall notify LISC if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number (if applicable), UEI, SAM registration status (if applicable), related parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give at least thirty (30) day's prior written notice to LISC. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. LISC reserves the right to take any and all appropriate action as a result of such change(s).

Failure to Provide Notification. Grantee shall hold harmless LISC and the State for any acts or omissions of LISC or the State resulting from Grantee's failure to notify LISC of these changes.

Notice of Impact. Grantee shall immediately notify LISC of any event that may have a material impact on Grantee's ability to perform this Agreement.

Circumstances Affecting Performance Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify LISC, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

Effect of Failure to Provide Notice. Failure to provide the notice described in the paragraph regarding *Circumstances Affecting Performance Notice* above, shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

Structural Reorganization.

Grantee acknowledges that this Agreement is made by and between LISC and Grantee, as Grantee is currently organized and constituted. No promise or understanding made hereunder is an assurance that LISC agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give LISC prior written notice of any such action or changes significantly affecting its overall structure or

management makeup, and will provide any and all reasonable documentation necessary for LISC to review the proposed transaction including financial records and other relevant documentation.

Conflicts of Interest.

Required Disclosures. Grantee must immediately disclose in writing any potential or actual conflict of interest to LISC. 2 C.F.R. 200.112 and 30 ILCS 708/35.

Prohibited Payments. Grantee agrees that payments made by LISC under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State, including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447 (30 ILCS 500/50-13).

Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant funds awarded under this Agreement.

Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant funds derived directly or indirectly through this Grant award without the written approval of LISC and the State.

Equipment or Property.

Grantee must comply with the uniform standards set forth in 2 C.F.R. 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds. Grantee must obtain disposition instructions from LISC when equipment, purchased in whole or in part with Grant funds, is no longer needed for its original purpose. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and requirements outlined herein.

Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to LISC and, where appropriate, the appropriate authorities.

Promotional Materials.

Grantee agrees to notify LISC at least ten (10) days prior to issuing any public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in

part by this Agreement, and to cooperate with LISC and the State in joint or coordinated releases of information regarding the Program.

Insurance.

Grantee and/or its Construction Manager shall maintain the insurance outlined in **Exhibit D**.

Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with Grant funds disbursed pursuant to this Agreement. 2 C.F.R. Part 200.310.

Claims. If a claim is submitted for real or personal property, or both, purchased in whole with Grant funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to LISC for payment to the State.

Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation Insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

Lawsuits and Indemnification.

To the extent permitted by law, Grantee agrees to hold harmless LISC and the State against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of LISC or the State. Indemnification by the State will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. LISC and the State make no representation that Grantee as an independent contractor, will qualify or be eligible for indemnification under said Act.

To the fullest extent permitted by law, except in the case where an action directly results from the gross negligence or willful misconduct of the Indemnitees as hereinafter defined, Grantee agrees to defend, indemnify and hold harmless Local Initiatives Support Corporation and the State of Illinois and each of their respective members, managers, affiliates, officers, governors, directors, employees, agents, volunteers, invitees, and representatives ("Indemnitees") from and against any

and all liabilities, obligations, suits, demands, actions or claims of any character (even if the lawsuits are without merit and including direct and third party claims and claims by the other's employees of injuries sustained in the course of work under the Agreement), judgments, penalties, damages, losses, expenses, or costs (including, without limitation, reasonable attorneys' fees and expenses incurred in connection therewith or in connection with the enforcement of this indemnification), allegedly arising out of, in connection with, or otherwise relating to (i) any negligent, willful (or other intentional tortious act) or wrongful act or omission by the Grantee, its affiliates, or subcontractors, or any of their respective officers, directors, employees, agents, representatives, suppliers, invitees, successors and assigns ("Agents"), resulting in bodily injury (including death), personal injury or property damage in connection with this Agreement; (ii) Grantee's negligent performance or breach of this Agreement or the negligent or wrongful act or omission (or alleged act or omission) of any of its subcontractors or Agents in connection with this Agreement, including, without limitation, the failure of its subcontractors or Agents to comply with any laws or regulations; or (iii) any liability imposed upon a party by statute or law without regard to negligence in the course of a party's performance of this Agreement. Grantee agrees to provide the Indemnitees with, as promptly as practicable but in no event more than twenty (20) calendar days, notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this Agreement may be made. Insofar as the facts or law relating to any claim would preclude the Indemnitees from being completely indemnified by the Grantee, the Indemnitees shall be partially indemnified by the Grantee to the fullest extent permitted by law.

The indemnification obligations set forth above shall survive any assignment of, and/or expiration or termination of this Agreement indefinitely.

The indemnification provisions set forth in this section shall not be limited in any way by Grantee's obligations to obtain and maintain insurance as provided in this Agreement.

Limitation of Liability; Exclusions. IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ADVISORS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY.

Modification Provisions.

Discretionary Modifications. Modifications will only take effect when agreed to in writing by both LISC and the Grantee.

Term Extensions. The Grantee acknowledges that all Grant funds must be expended, and all Grant activities must be completed during the Grant term set forth in this Agreement. Extensions of the Grant term will be granted only for good cause, subject to LISC's discretion.

Applicable Statutes.

To the extent applicable, LISC and Grantee shall comply with the following:

Grantee Responsibility. All applicable federal, state and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, LISC shall not be responsible for monitoring Grantee's compliance.

Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with LISC and the State identifying each beneficiary of the land trust by name and address and defining such interest therein.

Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant funds under this Agreement, which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has fifty (50) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic leave under the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure

on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act, Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties my imposed or remedies invoked, as provided by statute or regulation.

Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products use or supplied in accordance with this Grant award for a public works project shall be manufactured in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

Minorities, Women and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 570/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disability Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Grant activities to be performed under this Agreement.

Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). LISC is committed to protecting the privacy of its vendors, grantees and beneficiaries under this Program. If required, at times, LISC may request social security numbers or other personal identifying information. Federal and state laws, rules and regulations may require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, awards. LISC may also collect confidential information for oversight and monitoring purposes.

Furnishing personal identifying information, such as a social security number, is voluntary, however, failure to provide required personal identifying information may prevent an individual or organization from using or receiving the services/benefits provided by LISC under this Program as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Grant activities hereunder, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below:

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Grant activities and (i) not use any Personal Information for any purpose outside the scope of the Program and Grant activities, and (ii) except as otherwise authorized by LISC in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Grant activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this section (*Identity Protection Act and Personal Information*).

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a “Breach”), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to LISC by telephone with immediate written confirmation sent by email and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach;

(iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with LISC, and (vi) cooperate in the preparation of any report related to the Breach that LISC may need to present to any governmental body.

(e) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives LISC at least ten (10) days' prior written notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if LISC and/or the State wishes to contest the access or disclosure.

Grant-Specific Terms and Conditions.

Funding. If this Grant award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines. See **Schedule A.**

Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) ensuring compliance with the requirements in any construction contract that Grantee enters into for the Program, which may stipulate in effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Grant, and which shall require all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract, and (b) submit all required reports and documentation to LISC.

Compliance with Illinois Works Jobs Program Act. Grantee must comply with the requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For awards with an estimated total project cost of \$500,000 or more, Grantee and its Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriate capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either ten percent (10%) of the total labor hours actually worked in each prevailing wage classification or ten percent (10%) of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee may be permitted to seek from LISC and the State a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS

559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of this Agreement and after the term ends, if applicable, and will be required to report on and certify its compliance.

Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall provide LISC with any requested information and reports so that LISC can maintain compliance with the BEP Utilization Plan and obligations under its contract with the State.

Bond-Funded General Grant Provisions.

It is the intent of the State that all or a portion of the costs of this Program and the activities undertaken by Grantee under this Agreement will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

Miscellaneous.

Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10 10) and Executive Order 15-09.

Access to Internet. Grantee must have internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from LISC. Grantee may list additional e-mail addresses at any time during the term of this Agreement.

Compliance with Law. This Agreement and Grantee’s obligations and activities hereunder are hereby made and must be undertaken in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and State administrative rules regarding confidential records or other information obtained by Grantee concerning persons in connection with this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

Compliance with Freedom of Information Act. Upon request, Grantee shall make available to LISC all documents in its possession that LISC and/or the State deems necessary to comply with requests made under the Freedom of Information Act (5 ILCS 140/7(2)).

Headings. The headings contained in this Agreement are for reference only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

Entire Agreement. Grantee and LISC acknowledge that this Agreement, including **Schedule A** (Guidelines), **Exhibit A** (Terms), **Exhibit B** (“Scope of Work”), **Exhibit C** (Construction Terms and Conditions), **Exhibit D** (Insurance Requirements), **Attachment 1** (State of Illinois Rebuild Illinois Distressed Communities Grant Program Certifications And Requirements) constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or LISC.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of LISC to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions; (c) audit requirements as set forth herein; (d) property management and disposition requirements established in 2 C.F.R. Part 200.310 through 2 C.F.R. Part 300.316, and as set forth herein; and (e) records-related requirements pursuant to 44 Ill. Admin. Code 7000.450 and as set forth herein.

The undersigned hereby acknowledges that it has received and read all the attached certifications that are part of this Grant Agreement and agrees to comply with all of the requirements in connection with the Grant, and represents and warrants that it is in compliance with all applicable laws and regulations.

This agreement must be signed and returned to LISC within 30 days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds.

TERMS OF GRANT ACCEPTED AND AGREED TO:

CITY OF AURORA ILLINOIS

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

LISC OFFICER COUNTER-SIGNATURE:

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Term. This Grant Agreement begins on October 1, 2022 and ends on April 30, 2023, unless terminated sooner by DCEO, LISC or Grantee in accordance with this Agreement.

The Commercial Corridor. A description of the property to be improved is as follows:

Corridor Title / Project Name: City of Aurora Corridor Improvement

Corridor Address: This consists of three (3) locations:

- Location 1 –Downtown Aurora: Mainly area between 700 North Lake Street to 200 South Lake Street; and 700 North Broadway to 200 South Broadway.
- Location 2 –Near East Side of Aurora, mainly between 1000 North Farnsworth to 500 South Farnsworth; and 600 North Union Street to 500 South Union Street
- Location 3 –Shopping areas at Randall and Sullivan Roads on the City’s Northwest Side; at 900 N. Lake Street; and at Farnsworth Avenue and Interstate 88

Lot or PIN # (if applicable): N/A

Construction Manager. The following entity/department is the Construction Manager for the Work, and will sign all Applications for Payment, attesting to the completion and quality of the Work:

Michael Pegues
 City of Aurora
 44 E. Downer Place
 Aurora, IL 60505-3302
PeguesM@aurora.il.us

Grant Budget:

BONDABLE EXPENSES	AMOUNT
Design/Engineering	\$152,690
Equipment/Material/Labor	\$1,023,880
Construction Management Oversight	\$23,430
TOTAL AMOUNT	\$1,200,000

*All disbursements must be approved by the LISC point of contact and be supported by appropriate documentation as determined by LISC.

Retainage. Ten percent (10%) of the Project Budget shall be retained until completion of the Work as determined by LISC’s CMC.

Grantee Point of Contact. For all questions or concerns related to the Project, LISC shall contact Michael Pegues, Construction Manager, City of Aurora at PeguesM@aurora.il.us (the “Grantee Point of Contact”).



LISC P.A. # 54368-0001

LISC Point of Contact. For all questions or concerns related to the Program, Grantee shall contact Heather Moore, Program Officer at HMoore@lisc.org, and Stephanie Ross, Program Assistant at SRoss@lisc.org (the “**LISC Point of Contact**”).

EXHIBIT B
SCOPE OF WORK

City of Aurora Rebuild Distressed Communities

1. **Evidence of site control** -- All security cameras and license plate readers will be placed on City-owned posts and along City-owned sidewalks. See attached map
2. **Scope of Work**-- Scientel will provide the following Scope of Services for the City of Aurora:

Item / Description	Quantities
AXIS IP Cameras (51) AXIS Q6010-E's +	10
(51) AXIS Q6075-E's	2
AXIS LPR Cameras	20
AXIS IP Cameras Mounting Hardware	71
Camera PoE Power Supply	71
Outdoor Poles	20
PTP Back Haul Links	20

Design Services:

- Scientel will design this video/surveillance solution to not only integrate with Aurora's existing video/surveillance system, but also enhance the City of Aurora's situational awareness for the areas that have been affected by Civil Unrest.
- Scientel's engineers will design an updated networking backhaul to fit within City of Aurora's existing network infrastructure, comprised of Point-to-Point links on the new poles.

Staging Services:

- Scientel will receive, inspect, capture serial numbers, label, and program 122 Cameras, and 20 PtP Links at our Headquarters in Aurora, IL.

Access & Documentation Coordination:

- Scientel will work with City of Aurora's Point of Contact to schedule access for all of the installation locations.
- Scientel will maintain all documentation throughout the course of this project as it relates to construction drawings, COI's, and permitting.

Installation Services:

- Scientel will install, optimize/test all cameras & PtP Links.
- Scientel will install all new poles & mounting equipment.
- Scientel will work with the City of Aurora to ensure all camera field of views are

acceptable in the City of Aurora's existing VMS

Closeout Services:

- Scientel will provide City of Aurora a closeout package which will include:
 - Installation photos
 - Testing results
 - Documentation with equipment information such as serial numbers, IP Addresses, login credentials, and warranty information.

City of Aurora has engineered a security camera infrastructure solution to help facilitate a more vibrant and safer environment with improving the infrastructure and security of the corridors. This security camera surveillance project would be a true network to oversee the business corridors that will increase visibility of the business and surrounding area for the benefit of the community at large.

- 71 Camera units to be connect to City's Network Infrastructure to Genetec Surveillance system

Labor Service Hours:

Project Manager – 155 Hours
Field Engineer – 235 Hours
Electrician – 235 Hours

The rates presented apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

- Network Infrastructure Surveillance System Hardware Equipment Listing
 - Power over ethernet network switch
 - Fiber Run and power over ethernet patch cables
- 71 switches
- Genetec AutoVu Software

EXHIBIT C

CONSTRUCTION TERMS AND CONDITIONS

1. Adherence to Illinois Law:

1.1 Grant for the Construction of Fixed Works. Grantee certifies that all programs for the construction of fixed works that are financed in whole or in part with Grant funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provision of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Grant award and requiring all bonds of contractors to include a provision as well guarantee the faithful performance of such prevailing wage clause as provided by contract.

1.2 Compliance with Illinois Works Jobs Program Act. Grantee must comply with the requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For awards with an estimated total project cost of \$500,000 or more, Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriate capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either ten percent (10%) of the total labor hours actually worked in each prevailing wage classification or ten percent (10%) of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee may be permitted to seek from LISC and the State a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of this Agreement and after the term ends, if applicable, and will be required to report on and certify its compliance.

1.3 Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall provide LISC

with any requested information and reports so that LISC can maintain compliance with the BEP Utilization Plan and obligations under its contract with the State.

1.4 Steel Products Procurement Act (30 ILCS 565 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products use or supplied in accordance with this Grant award for a public works project shall be manufactured in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

1.5 Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to LISC or the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

1.6 Illinois Works Review Panel. For awards made for public works projects, as defined in the Illinois Works Program Act, Grantee certifies that it and any contractors(s) or sub-contractor(s) that performs work using funds from this award, shall, upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

2. Procurement of contractors/vendors. Procurement/Contractor Selection. Grantee shall select Contractors that meet the minimum requirements outlined below and shall implement measures to ensure that costs for services are cost reasonable.

3. Contracting and Subcontracting.

3.1 Minimum Requirements. The Grantee must review the financial and performance background of any contractor, subcontractor, grantee, vendor, or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to individually as a “Contractor” and collectively as “Contractors”). All Contractors must comply with the following minimum criteria:

- Be licensed as required by Illinois
- Have demonstrated prior experience in similar rehabilitation projects in accordance with applicable codes, standards, rules, and regulations
- Use responsible and licensed subcontractors
- Have satisfactory bank reference
- Provide evidence of insurance in accordance with the requirements of the Agreement.
- Provide appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos-containing material remediation activities
- Have a transparent and effective system for tracking costs and lien releases

- Have acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available

3.2 Grantee shall not engage a Contractor and shall require each Contractor to not engage any party as its own subcontractor, if the Contractor or party has a recent history of the following:

- Local, State, or Federal tax arrears
- Labor violations
- Arson, fraud, bribery, or grand larceny conviction or pending case
- A record of substantial building code violations or litigations on property controlled by it or by any entity or individual that comprises the contracting entity
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency.

3.3 Indemnification Provision. The Grantee shall incorporate into its contract with any Contractor the following indemnification provisions:

- (a) To the fullest extent permitted by law, except in the case where an action directly results from the gross negligence or willful misconduct of the Indemnitees as hereinafter defined, Contractor agrees to defend, indemnify and hold harmless Grantee, Local Initiatives Support Corporation and the State of Illinois and each of their respective members, managers, affiliates, officers, governors, directors, employees, agents, volunteers, invitees, and representatives (“Indemnitees”) from and against any and all liabilities, obligations, suits, demands, actions or claims of any character (even if the lawsuits are without merit and including direct and third party claims and claims by the other’s employees of injuries sustained in the course of work under the Agreement), judgments, penalties, damages, losses, expenses, or costs (including, without limitation, reasonable attorneys’ fees and expenses incurred in connection therewith or in connection with the enforcement of this indemnification), allegedly arising out of, in connection with, or otherwise relating to (i) any negligent, willful (or other intentional tortious act) or wrongful act or omission by Contractor, its affiliates, or subcontractors, or any of their respective officers, directors, employees, agents, representatives, suppliers, invitees, successors and assigns (“Agents”), resulting in bodily injury (including death), personal injury or property damage in connection with this Agreement; (ii) Contractor’s negligent performance or breach of this Agreement or the negligent or wrongful act or omission (or alleged act or omission) of any of its subcontractors or Agents in connection with this Agreement, including, without

limitation, the failure of its subcontractors or Agents to comply with any laws or regulations; or (iii) any liability imposed upon a party by statute or law without regard to negligence in the course of a party's performance of this Agreement. Contractor agrees to provide the Indemnitees with as prompt as practicable, but in no event more than twenty (20) calendar days, notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this Agreement may be made. Insofar as the facts or law relating to any claim would preclude the Indemnitees from being completely indemnified by the Contractor, the Indemnitees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

- (b) The indemnification obligations set forth above shall survive any assignment of, and/or expiration or termination of this Agreement indefinitely.
- (c) The indemnification provisions set forth in this section shall not be limited in any way by Contractor's obligations to obtain and maintain insurance as provided in this Agreement.
- (d) Limitation of Liability; Exclusions. IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEEES, ADVISORS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LAIBILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY.
- (e) Each party's obligations and liabilities under this Article shall survive any conveyance of title to, any assignment of, and/or any termination of this Agreement.

3.4 Nothing in this Agreement shall create an independent right of action by a Contractor or any third-party contractor against LISC or the State, nor provide such Contractor or third-party contractor with beneficiary status with respect to LISC or the State. Furthermore, nothing in this Agreement shall create an independent right of action by the Contractor against any contractor of LISC. The parties acknowledge that no contractual relationship shall be deemed to exist between any Contractor or third-party contractor and LISC.

3.5 The Grantee shall cause its Contractors to take full responsibility for their acts and omissions.

- 3.6** The Grantee shall ensure that all fees or taxes, including fees charged for filings with governmental agencies, utility fees and sales taxes, that may be found applicable to the work or any portion thereof or the furnishing of labor and materials therefor are paid.
- 3.7** The Grantee shall pay for all labor and materials for the work for which the Grantee has been paid and shall cause all mechanic's, materialman's or similar liens wrongfully filed against the Commercial Corridor with respect to work funded by this Agreement to be discharged within twenty (20) days after receipt of notice of same;
- 3.8** Grantee and its Contractors, and Grantees performing work funded by this Agreement shall be solely responsible for risk of loss of any property, including goods, tools, equipment, materials or supplies purchased with funds provided under this Agreement and to adequately insure such property, materials or supplies at all times.
- 3.9** Grantee shall obtain or confirm, if required in writing by LISC, that the Program has received; right of entry, waiver of liability, and acknowledgement of scope of work forms in the forms approved by LISC from an owner of the Commercial Corridor, if the Commercial Corridor is not owned by Grantee, prior to performing any construction or repair services for Grantee's project.

4. Construction Oversight.

- 4.1 Construction Oversight.** Grantee and its Construction Manager, if applicable, is responsible for appropriately overseeing and monitoring all Contractors to ensure that construction/rehabilitation activities are timely and safely completed in accordance with the terms and conditions of this Agreement.
- 4.2 Prior to Construction.** Grantee shall ensure that the Contractor(s) undertaking work in the Program are in compliance with the minimum requirements set forth in this Agreement.
- 4.3 Change Orders.** No addition, deletion or modification to the job specifications, including material substitution, shall be permitted without a change order evidencing the change in work to be performed, materials to be used and adjustment, if any, of the contract price. Change orders that exceed 10% of the grant amount shall be agreed to in writing by the Grantee and Contractor, and approved by the Construction Manager, LISC, and DCEO. If a change order plus prior disbursements plus the remaining amount under the construction contract before the change order will exceed the amount of the Grant award, approval must be received by LISC and DCEO before the work can commence and appropriate modifications to increase the award amount of the Grant (amendments to the grant agreement) will have to be entered into before the work can proceed.

4.4 Final Inspection. The LISC CMC will conduct an inspection of the Work in the Program. Upon completion of the Program scope of work, Grantee will notify the LISC CMC. The LISC CMC will inspect the completed work, and will then generate either a Certificate of Completion for Grantee signature or a list of issues or concerns to address. If issues or concerns are raised, Grantee must work with the LISC CMC to resolve the issues raised.

4.5 TIME IS OF THE ESSENCE in the performance of this Agreement by Grantee. The services of the Grantee or Construction Manager and the Contractor/Vendor shall be undertaken and completed in such sequence as to assure their expeditious completion in accordance with the time schedule agreed to by Grantee and the Contractor.

5. Applications for Payment.

5.1 Form of application for payment. Grantee shall use AIA Document G702 (Application for Certificate of Payment) and AIA Document G703 (continuation sheet) that corresponds to the trade payment breakdown/schedule of values to track work costs in the Program.

5.2 Job Number. All work shall be identified by a specific job number as agreed upon by Grantee and LISC and shall similarly label all invoices, work change orders, etc. with such number for purposes of identification.

5.3 Lien Waivers.

5.3.1 Grantee shall require that each Application for Payment include a statement from the Contractor that the amounts sought therein are due and payable for labor and materials, that all work has been performed in accordance with the scope of work, and that the Contractor and all subcontractors and materialmen have been paid in full for all work and materials theretofore finished to the extent such payments are due (except for retainage) and to the extent the Grantee has paid the Contractor.

5.3.2 Grantee shall require that each Application for Payment include instruments executed by the Contractor waiving and releasing any and all liens and claims for work performed through the date of the most recent Application for Payment and certifying that all sub-subcontractors (including material suppliers and other persons or entities providing labor, materials or equipment to or for the Contractor in connection with the scope of work) have been fully paid through the date of such Application for Payment.

5.3.3 LISC may withhold approval of any amounts included in an Application for Payment for payment to a Contractor that has not executed and delivered a lien waiver in a form and substance satisfactory to LISC and such amounts shall not be deemed due or payable to Grantee hereunder unless and until such instrument is executed and delivered.

- 6. Compliance.** Grantee shall at all times comply with and shall cause all Contractors to comply with all other applicable state and local regulations, laws, and policies in effect regarding the Grantee's construction/rehabilitation activities, including attaining required permits and other necessary governmental approvals.
- 7. Records.** Grantee must keep adequate documentation of all activities related to construction activities for a period of three (3) years after the term of this contract. LISC shall have the right to require Grantee to collect and maintain any other reasonable documentation regarding use of Program funds. Grantee shall make such documentation available to LISC upon request.
- 7. Work Performance.** Grantee shall ensure that all of the Work is performed in accordance with state and local laws and that appropriate government permits and approvals have been obtained. For any payment requisitions submitted, no funds will be disbursed until all governmental approvals have been obtained, all vendors are paid, and any construction liens removed.
- 8. Project Completion.** Grantee shall ensure that the Project is completed by the completion date incorporated into the Scope of Work and other construction-related documents (the "Completion Date").

EXHIBIT D

GRANTEE/CONSTRUCTION MANAGER
INSURANCE REQUIREMENTS

For Grantees receiving funds through the RDC Program and in accordance with this Agreement, the following insurance coverages must be maintained by Grantee and/or Construction Manager if the Construction Manager is a separate entity from the Grantee, and evidence must be provided prior to any work commencing on the Commercial Corridor project.

- a. Commercial General Liability insurance (CG0001 Ed.10/01) in amounts of at least \$1,000,000 Per Occurrence With \$2,000,000 General Aggregate providing Premises Ops, Products-Completed Ops, Independent Contractors, personal & advertising injury and must include coverage for residential work (if appl).
 - i. General Aggregate must apply “Per Project”. Grantee must be included as Additional Insured for Liability and Completed Operations. Completed Operations (GC2010 Ed.11/85 & CG2037 7/2004) - should be in force for 6 years or for the period of repose, whichever is greater.
 - ii. Must provide full blanket contractual liability including indemnification, holding harmless and in defense of Grantee, Local Initiatives Support Corporation, and the State of Illinois, Department of Commerce and Economic Opportunity, and each of their respective members, managers, affiliates, officers, governors, directors, employees, agents, volunteers, invitees, and representatives and all other parties that are to be included as Additional Insured (“Additional Insured Parties”)
- b. **Workers Compensation** insurance in the amount(s) required by Law, together with employee's liability insurance to the limit of at least \$1,000,000 per occurrence.
- c. **Auto Liability** insurance with coverage for all owned, non-owned and/or hired vehicles of subcontractor with combined limits of not less than \$1,000,000 per each accident for bodily injury or property damage. Owner, and all other parties required to be included, must be included as an additional insured.
- d. **Umbrella / Excess Liability** coverage by either Grantee or Grantee’s Construction Manager in the amount of not less than \$5,000,000 Per Occurrence / Aggregate Per Project. The excess liability coverage must be as broad as the underlying coverage and provide coverage for the additional insureds without limitation and provide for primary / non-contributory coverage for the additional insured (\$25,000,000 if cranes are used in any part of the job).

- e. If applicable and required by LISC in writing, professional liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million dollars (\$3,000,000) per claim and four million dollars (\$4,000,000) in the aggregate.
- f. General Liability, Auto, Crime and Workers Compensation policies must provide coverage to the Additional Insureds on a Primary and Non-Contributory with “Pay on Behalf of” wording.
- g. Policies must include Waiver of Subrogation in favor of the Grantee, its directors, agents, subsidiaries, and all other involved parties as an Additional Insured
- h. A Hold Harmless and Indemnification Agreement in favor of the Additional Insured Parties that comports with paragraph 3.3 of Exhibit C of this Agreement should be obtained from the Grantee and must be incorporated into the agreement between Grantee and the Construction Manager.
- i. Notice of Cancellation – The required insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled, materially changes or allowed to expire until at least 30 days written notice has been given to the additional insured herein.
- j. The contractor shall not sublet any of its work without written approval from the Grantee. If approved the Grantee will assume full responsibility for requiring the Construction Manager to comply with the insurance requirements in this document and shall submit satisfactory evidence of such. Each insurance policy of the Construction Manager, except the WC, shall include the Grantee and LISC as additional insureds via contract.
- k. Prior to commencing any work, the contractor(s) and Construction Manager shall submit to the Grantee, a certificate of insurance and a copy of the additional insured endorsement. The certificate must include the job location. Copies of policies may be required by the Grantee and shall be made available prior to the conception of work.

All Carriers must:

- Have a Best financial strength of A, X or greater
- GL Policies must not contain:
- Labor Law exclusionary Language, fall from a height, injury to workers limitations or exclusions, etc.
- No exclusions for unmanned aircraft if drones are being used
- No absolute cannabis exclusion
- Coverage limitation for number of stories, **regardless** of area of work
- Any “rating classification” limitation
- Exclusions for Subsidence, XCU, leased worker, continuous damage, respiratory ailment, Construction means or methods, cross liability, residential exclusions (if working on multifamily project)
- No Territorial limitations
- No limiting endorsements or exclusions regarding tower cranes, where applicable.

- Avoid Hammer clauses limiting liability, excluding coverage or increasing deductible for non-compliant subs.
- If demo is being provided, no demo exclusion, subsidence exclusion or other related exclusions
- Any height restrictions or exclusions

ADDITIONAL INSUREDS TO BE INCLUDED SHALL BE:

Local Initiatives Support Corporation
c/o Celayne Hill
Deputy General Counsel & Vice President
28 Liberty Street, 34th Floor
New York, New York 10005

Certificate Holder:

Local Initiatives Support Corporation

These Insurance certificates should be delivered to the below address:

If by mail:

Local Initiatives Support Corporation
c/o Celayne Hill
Deputy General Counsel & Vice President
28 Liberty Street, 34th Floor,
New York, New York 10005

If by email:

Email: Chill@lisc.org
Local Initiatives Support Corporation

ATTACHMENT 1

STATE OF ILLINOIS REBUILD ILLINOIS DISTRESSED COMMUNITIES GRANT PROGRAM CERTIFICATIONS AND REQUIREMENTS

The Distressed Communities Grant Program (the “Program”) is supported by a grant agreement (“Agreement” or “Agreements”) by and between the Illinois Department of Commerce and Economic Opportunity (the “Department” or the “State”) and Local Initiatives Support Corporation (“LISC”), which authorizes the Department to grant funds to LISC (“Award” or “Awards”) in support of eligible activities under the Program. The Agreement authorizes LISC to provide subawards or subgrants to eligible participants that meet certain conditions (“Grant” or “Grants”). As an eligible participant, your business or non-profit organization (“Grantee”) is required to utilize these Grant proceeds for specific purposes, as set forth below. Additionally, Grantee shall adhere to the terms and procedures established by LISC under this Program.

As a subrecipient, to participate in the Program, you must remain in compliance with the terms and certifications set forth below. Please review the below items carefully, as Grantee and its representatives shall warrant that all material facts presented are accurate. If your business or organization is unable to provide this assurance, **please notify LISC prior to executing this certification** and provide any relevant information as required.

As the authorized representative of the Grantee, I agree and certify that:

General Covenants, Representations, and Warranties

1. The information and supporting documentation provided on behalf of the Grantee for all requested responses is true and accurate in all material respects, including for the Distressed Communities Program application, the IRS Form W-9, and the ACH (Automated Clearing House) Authorization and Agreement form.
2. The Grantee understands that any funding provided by this subaward is being provided under the Program utilizing funds appropriated by P.A. 101-0638 and P.A. 101-0637. The Grantee also understands that receiving funds pursuant to this Program is contingent upon and subject to the availability of sufficient funds.
3. The Grantee acknowledges that the Department is a third-party beneficiary as funder of this Program.
4. The Grantee has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the Grantee, threatened against or affecting the Grantee (or its officers and directors) in respect of the assets of the Grantee nor, to the knowledge of the Grantee, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the Grantee is the plaintiff or claimant which relates to the Grantee or assets of the Project.

5. The Grantee has no action, suit or proceeding pending or, to the knowledge of the Grantee, threatened which questions the legality or propriety of the transactions contemplated by this Agreement.
6. The Grantee has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Grantee or its officers and directors.
7. The Grantee nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.
8. The Grantee will hold harmless LISC and the State of Illinois and its agents and employees, from and against all claims, damages, losses, and expenses arising out of or resulting from the approval of work, regardless of whether such claim, damage, loss or expense is entirely or in part by LISC and/or State of Illinois.
9. The Grantee understands that the release of all information by the Department and LISC, in any manner, is hereby authorized whether such information is of record, and by signing this agreement do hereby release all persons, agencies, firms, companies, and entities, from any damages resulting from such information.
10. The Grantee shall not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without prior approval of LISC. The requirement for prior approval is satisfied if the subcontractor or subrecipient has been identified in the Grantee's Grant application or the Uniform Grant Application, such as, without limitation, a Project description, and LISC has approved.

Federal and State Requirements

11. The Grantee has complied and will continue to comply with all relevant laws, regulations, and executive orders from the State and federal government, including the social distancing guidelines as promulgated by the Executive Orders of the Illinois Governor.
12. The Grantee is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency, and will not enter into a contract with a contractor who is on any federal or state debarred contractor list.
13. The Grantee will operate and maintain their business facility in accordance with the minimum standards as may be required or prescribed by any applicable federal, State, and local agencies for the maintenance and operation of such facilities.
14. The Grantee will comply with all relevant laws and regulations concerning non-discrimination.
15. The Grantee will pay no appropriated funds to any person to influence or attempt to influence an officer or employee of a federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.

16. The Grantee shall remain in compliance with the requirements imposed by federal and State laws and regulations, and the provisions of this Agreement.
17. The Grantee acknowledges that the Illinois False Claims Act (740 ILCS 175/1, et seq.) applies to this certification and to the Grant, and any false claims or representations made by the Grantee in connection with the Grant may subject the Grantee to liability under the Illinois False Claims Act and other applicable law.

Program-Specific Covenants, Representations, and Warranties

18. The Corridor Improvements for Rebuild Distressed Communities program will fund capital improvement projects in communities along commercial corridors that experienced property damage during civil unrest activities on or after May 25, 2020 and until the initiation of this Program. The Grantee will use the proceeds of the subaward supported by the Program exclusively for expenses incurred for capital projects in commercial corridors that experienced property damage which may be classified as sustained due to civil unrest during protests and demonstrations if supporting documentation is furnished as requested by LISC or its agents. The funded project must entail capital investment that meets bondable requirements set by the Rebuild Illinois Program funded by Public Act 101-0638. All spending related to this Program must meet the requirements of a bondable expenditure which include infrastructure that is not reoccurring, can be characterized as durable or not readily consumed in use; reflect an extended useful life or longevity which effect confers long-term (non-transitory) benefits to the citizens of the State of Illinois; are not subject to inherent risk of failure, rapid technological obsolescence, or primarily intended to fulfill temporary requirements or needs; appreciably increases, improves, or enhances the equitable interests of the State of Illinois in capital facilities, land, permanent improvements, and related assets; are considered as internal components of a project, which, if considered separately may not reflect extended useful life, but will be bondable provided that such components are initially required and appreciably contribute to effective functioning, or are otherwise incapable of separation from a more complex unit which in itself is bondable. See “General Guidelines for Utilization of Bond Proceeds” (**Schedule A**) for a list of eligible expenses for this grant. Projects may include but are not limited to; improvements to sidewalks or public parking, structural repair or reconstruction of public buildings or other property; installation of security cameras that is a “true network” to oversee the business corridor, installation of street lights, and landscaping and signage if associated with a larger bondable project.

Record and Audit Requirements

19. The Grantee shall maintain for three (3) years from the date of submission of the final request for Grant funds, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this subaward, adequate to comply with 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim, or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.

20. The Grantee, in compliance with 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized LISC and State representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the State’s Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by LISC and/or the State (including auditors), by the State of Illinois or by federal statute.
21. The Grantee shall maintain books, records, and supporting documentation, or the presumption shall be established in favor of LISC and/or the State for the recovery of any funds paid by LISC and the State under this Agreement for which adequate books, records, and supporting documentation are not available to support disbursement.
22. The Grant may be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that LISC and/or the State promulgates or implements. The Grantee shall permit any agent authorized by LISC or the State, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers, and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Grant.
23. The Grantee is obligated to cooperate with LISC and the State and other legal authorities in any audit or inquiry related to the subaward. LISC, the State or any other governmental authority conducting an audit or inquiry may require Grantee to keep confidential any audit or inquiry and limit internal disclosure of the audit or inquiry to personnel necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit the Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by LISC, the State or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

Grantee certifies that all information contained herein, is true to the best of its knowledge and belief. Grantee declares under penalty of perjury that the above statements are true and correct. The individual below, acting in the capacity to represent Grantee in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief. I declare under penalty of perjury that the above statements are true and correct.

Authorized Representative

Signature	Name	Title	Date
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