



Jesse White • Secretary of State & State Librarian
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AGREEMENT

STATE PUBLIC LIBRARY CONSTRUCTION ACT GRANT PROJECT,

STATE FISCAL YEAR 20__

THIS AGREEMENT, made and entered into by and between _____, hereinafter referred to as the Grantee, and the OFFICE OF THE SECRETARY OF STATE, hereinafter referred to as the PRINCIPAL, is for the period from _____ through _____ or to the satisfactory completion of the project.

WHEREAS, it is the public policy of the State of Illinois to promote, support, implement, and maintain library services for the cultural, educational, and economic development of the State of Illinois and of the inhabitants of the State of Illinois, and,

WHEREAS, the Secretary of State is authorized and empowered to do all things necessary and proper to fully administer any act heretofore or hereafter enacted for the purpose of appropriation of funds for public library construction projects (30 ILCS 767/15-10), and,

WHEREAS, the Grantee has submitted an application for public library construction grant funding to the Illinois State Library, and,

WHEREAS, the Secretary of State has approved the application of the Grantee and has determined to award a grant in the amount herein specified,

WHEREAS, the Grantee has provided for the expenditure of not less than _____ (\$ _____) for the Project, and,

WHEREAS, the Illinois State Library pursuant to the State instruction and allocation, has allocated State aid to this Project in the amount of _____ (\$ _____).

WITNESSETH, that said PRINCIPAL does hereby agree to provide funds for Grantee's Project as set forth in the proposal and Grantee hereby accepts such funding upon the terms and conditions hereinafter provided.

ARTICLE 1, TERMINATION/EXTENSION: Either party may terminate this Agreement at any time upon thirty (30) calendar days written notice. Upon termination the Grantee shall return to the Principal all unexpended grant funds and interest disbursed to the Grantee. The Grantee shall also reimburse the Principal for any grant funds expended in contravention of the grant terms and for any unaccounted for grant funds. The term of this Agreement may be extended in writing signed by both parties. Any such extension shall be attached to this Agreement and made a part hereof as though it were incorporated and included herein.

ARTICLE 2, PAYMENT: For and in consideration of said services as set forth in Exhibit A, Principal shall pay the Grantee «AmountWritten» («StateShareAmount») in 30% increments upon submission by the Grantee to the Principal of a letter from an architect and a financial report at the 30%, 60% and 90% points of substantial completion. The final 10% shall be paid upon completion of the Project and submission of all final reports to the Principal.

The incremental payments shall total and be released in the following State Fiscal Years:

FY20____ (July 1, 20____ – June 30, 20____) \$ _____
FY20____ (July 1, 20____ – June 30, 20____) \$ _____
FY20____ (July 1, 20____ – June 30, 20____) \$ _____

ARTICLE 3, FUNDING: It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. Obligations of the State will cease immediately without penalty or further payment being made if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

ARTICLE 4, ALLOWABLE COSTS: No expenditures shall be made or any action taken which is contrary to the provisions of this Agreement or applicable state laws and regulations.

ARTICLE 5, APPLICATION INCORPORATION: The Grantee shall provide the services described in the Grantee's Master Copy of the Construction Grant Application which is on file with the Illinois State Library and is incorporated herein as if fully set forth. Exhibit A of this Agreement contains an abbreviated version of the Grantee's Master Copy of the Construction Grant Application and budget and is incorporated herein by reference.

ARTICLE 6, ADMINISTRATIVE RULES: The Grantee has been furnished a copy of 23 Ill. Adm. Code 3035.500, *et seq.* and these regulations are incorporated herein as if fully set forth.

ARTICLE 7, SUBCONTRACTING OR ASSIGNMENT: The Grantee may subcontract the work to be performed under this Agreement as described in the attached proposal (Exhibit A), but shall retain full responsibility for the Project to the Principal and shall be the only direct recipient of funds from the Principal under this Agreement. All contracts or agreements between the Grantee, as a general contractor, and any other party as a subcontractor, in the completion of the Project under this Agreement, shall be submitted to the Illinois State Library. The Illinois State Library shall have the right to disapprove of any contract between the Grantee and any such subcontractor. No assignment of this Agreement may be made without the prior written consent of the Principal. 30 ILCS 500/35-40.

ARTICLE 8, PREVAILING WAGE ACT: As a condition of this Agreement the Grantee or any subcontractors of this Agreement must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service etc.), and must pay its suppliers and subcontractors providing lien waivers on request. 30 ILCS 500/25-60 (b). The Principal has the authority to request certified payrolls. Any stipulation made by Grantee to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein. 820 ILCS 130, *et seq.*

Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (IDOL) (217-782-6206) and information may be viewed at their web site <http://www.state.il.us/agency/idol/>. The Grantee or subcontractor must check with IDOL before submitting the offer to determine the prevailing wages, benefits and working conditions applicable to this Agreement.

ARTICLE 9, MULTIPLE CONTRACTS: Where there is more than one contract for a construction project, applicable laws and regulations shall also apply to all related contracts and subcontracts. All construction contracts and subcontracts will include labor standards relating to kickbacks.

ARTICLE 10, LIABILITY: The Principal does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee.

ARTICLE 11, INDEPENDENT CONTRACTOR STATUS: The Grantee is an independent contractor to the Principal, and neither the Grantee nor persons employed by the Grantee shall represent themselves as employees of the State.

ARTICLE 12, APPLICABLE LAW: This Agreement shall be governed in all respects by the laws of the State of Illinois, which include but are not limited to the Illinois Grant Funds Recovery Act and the rules promulgated there under (30 ILCS 705), the Illinois Freedom of Information Act (5 ILCS 140) and the Attorney General Act (15 ILCS 205). Any claims against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporate by reference (an unofficial version can be viewed at <http://ilga.gov/legislation/ilcs.ilcs.asp>). In compliance with the United States and Illinois Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules, Principal does not unlawfully discriminate in the awarding of grants or any other activity.

ARTICLE 13, NOTICES: All notices required under the terms of this Agreement shall be delivered in person or by certified or registered mail with return receipt to the last known address of the parties hereto.

ARTICLE 14, BREACH: Any breach of this Agreement by the Grantee will allow the Principal to terminate this Agreement without penalty and have any other available relief. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.

ARTICLE 15, AUDIT REQUIREMENTS: The Grantee agrees to provide the Principal with a copy of the Grantee's annual agency wide audit upon completion of this Agreement if cumulative disbursements from any grant program administered by the Principal total \$175,000 or more during the current annual state fiscal period of July 1 – June 30. 23 Ill. Adm. Code 3035.140.

ARTICLE 16, REPORTING REQUIREMENTS: The Grantee agrees to supply the Principal with the following reports and records: quarterly narrative and financial reports; notification within 15 days after completion of the Project; a close-out report that is a final financial and narrative report within 36 months after the execution of the Agreement, unless an extension is granted by the Principal; and other reports and documents, such as prevailing wage rates and receipts to verify vouchers, as reasonably may be required by the Principal. The president of the Grantee's board of Directors shall sign the final financial report.

(a) Financial reports shall show: the amount of authorized State and local funds; interest earned on grant funds; expenditures made from grant funds and from interest earned on grant funds; obligated funds, by amount of line item remaining as compared to the original budget.

(b) Narrative reports shall state: the progress of the project; accomplishments to date; problems encountered; objectives met and unmet; changes implemented; and the percentage of completion of the project to date.

(c) The closeout report shall evaluate the degree to which the grantee achieved the goals and objectives of the project. The closeout report shall include an audit according to 23 Ill. Adm. Code 3035.140(e).

ARTICLE 17, ILLINOIS GRANT FUNDS RECOVERY ACT: This Agreement is subject to the terms of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.* All funds remaining or unobligated at the expiration of this Agreement or any amendment of this Agreement shall be returned to the Illinois State Library within 45 days of the ending date of this Agreement.

ARTICLE 18 CRIMINAL BACKGROUND VERIFICATION: The Grantee acknowledges that the Principal reserves the right to require a fingerprint criminal background verification and the Grantee, Grantee's officers, employees or agents who would directly supervise or physically perform the grant and said persons agree to submit to the same. Such fingerprint criminal background check may be completed by the Principal fingerprinting the Grantee or the Grantee may submit to the Principal a report compiled by an outside entity in a format and with information acceptable to the Principal reflecting the results of the criminal background check. Such fingerprinting may occur prior to the effective date of this Agreement, but no later than five (5) days after the Agreement has commenced. It is acknowledged and agreed by the Grantee that failure to submit to such fingerprint background check may result in an immediate termination of the Agreement. Further, a criminal history report may result in immediate termination of the Agreement.

For a Grantee that utilizes various staff to perform the duties in the Agreement, the Grantee and staff must comply with the requirements above for each and every individual performing the work outlined in this Agreement and/or who have access to State of Illinois facilities.

ARTICLE 19, DRUG FREE WORKPLACE: The Grantee agrees to provide a drug free workplace as provided in 30 ILCS 580/1, *et seq.*

ARTICLE 20, RECORDS AND DOCUMENTATION: The Grantee shall maintain, for a minimum of three years from the later date of either: (a) final payment under the Agreement or (b) the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement, the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Principal, Attorney General and Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Principal for the recovery of any funds paid by the Principal under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

ARTICLE 21, AUTHORIZATION TO DO BUSINESS IN THE STATE OF ILLINOIS: Grantees must be in compliance with 805 ILCS 5, *et seq.* regarding the authority to conduct business in the State of Illinois. *If applicable* a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at 217/782-1834. Application Forms may be downloaded from the following web address:
http://www.cyberdriveillinois.com/publications/pdf_publications/bca1315.pdf

ARTICLE 22, VALID DRIVERS LICENSE: If the contractual duties require the Grantee to drive a vehicle in order to perform contractual services, the Grantee must be in possession of a valid drivers license. The Grantee shall immediately notify the Principal in the event the Grantee's drivers license is revoked, suspended, expires or is otherwise deemed invalid. Proof of the validity of the Grantee's driver's license may be required at any time during the term of this Agreement.

ARTICLE 23, CONFLICT OF INTEREST: If any State officer or employee has a prohibited interest, this Agreement may be cancelled without charge or penalty to the State.

CERTIFICATIONS

Grantee acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this grant. By executing this Agreement, including these Certifications, Grantee certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If the Principal or Grantee determines that any certification in this section is not applicable to this Agreement it may be stricken without affecting the remaining subsections but the statutory basis for the determination must be provided by the Grantee.

1. The Grantee certifies that this Agreement is not in violation of 5 ILCS 385/3 prohibiting certain contracts to individuals who are in default on an educational loan.

2. The Americans with Disabilities Act (ADA), 42 USC 12101, *et seq.*, and the regulations there under (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned Grantee certifies that services, programs, and activities provided under this Agreement are and will continue to be in compliance with the ADA.

3. The Grantee certifies that neither the Grantee nor any person associated with the Grantee pays dues or fees on behalf of its employees or agents or reimburses or otherwise subsidizes them for payment of dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

4. The Grantee is presently in compliance with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto. 775 ILCS 5/2-105.

5. The Grantee certifies that the Grantee has informed the director of the department in writing if the Grantee was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code based on retirement before 1993. The Grantee acknowledges and agrees that if such early retirement incentive was received, this Agreement is not valid unless the official executing the Agreement on behalf of the department has made the appropriate filing with the Auditor General prior to execution. 30 ILCS 105/15a. Individuals who receive any early retirement incentive under section 14-108.3 or 16-133.3 of the Illinois Pension Code as amended by the 92nd General Assembly based on retirement in 2002 or later are prohibited from contracting with the Principal.

6. The Grantee certifies that neither the Grantee nor any substantially owned affiliated company is participating, nor shall participate, in an international boycott which is in violation of the provisions of the U.S. Export Administration Act of 1979, or the regulations of the U.S. Department of Commerce promulgated under this Act. 30 ILCS 582/5.

7. The Grantee certifies in accordance with Illinois Law 30 ILCS 583/1, *et seq.* that no foreign made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

8. The Grantee certifies in accordance with 30 ILCS 584/1, *et seq.* that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by the labor of any child under the age of 12.

9. This Agreement is in compliance with requirements of the Corporate Accountability for Tax Expenditure Act. 20 ILCS 715/1, *et seq.*

10. Illinois Law 415 ILCS 5/1, *et seq.* prohibits the bidding on or entering into contracts with the State of Illinois or a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of order.

11. In accordance with the Steel Products Procurement Act, the Grantee certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception. 30 ILCS 565/.

12. The Grantee certifies compliance with all applicable provisions of the business enterprise program practices of minority-owned businesses, female-owned businesses and businesses owned by person with

