

**RESOLUTION 2017-047**

**PASSED: MARCH 27, 2017**

**AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM FUNDING AND INCENTIVE AGREEMENT FOR THE FORGE BREWHOUSE, LLC, 216 N. SIXTH STREET.**

**WHEREAS**, the City of DeKalb is a home-rule municipal corporation with all power and authority derived under the law; and

**WHEREAS**, the building located at 216 North 6<sup>th</sup> Street ("the Premises") is to be leased by the Forge Brewhouse ("Business"); and

**WHEREAS**, the Business has advised the City that they would be engaged in the renovation of the Premises interior, with plans to improve the exterior façade; and

**WHEREAS**, the Business has proposed to commit the remaining and required funds for the completion of renovation of the building on the Premises, subject to the City's commitment to provide economic development grant funding for this project; and

**WHEREAS**, the City Council of the City of DeKalb has determined that it is necessary and advantageous and supports the public health, welfare and safety to provide an economic incentive to ensure the revitalization of an otherwise obsolete property.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois:

**Section 1.** The City Council of the City of DeKalb hereby approves of the provision of a City-funded incentive in an amount not to exceed \$17,062.50, or that sum which is a pro-rata share of the eligible costs for the Improvements as defined in the Agreement attached hereto, for the above-described project. Said incentive shall be provided to the Owner as a reimbursement of Tax Increment Financing District ("TIF") eligible project costs, to be provided after submission of appropriate project cost documentation in form and content acceptable to the Community Development Director. Said incentive shall be processed by the City as a TIF-funded Architectural Improvement Program grant, repaid as a forgivable loan as described below.

This incentive is provided contingent upon the following conditions:

- a. The Owner shall invest not less than \$56,000 on all improvements to the Premises, and such improvements shall be completed within six months of the date of passage of this Resolution;
- b. The Owner shall execute an Architectural Improvement Project agreement substantially in the format attached hereto as Exhibit A, with such revisions as shall be acceptable to the Mayor of the City of DeKalb with the recommendation

of the City staff. Said agreement shall be executed within thirty days of the date of passage of this Resolution.


- c. The City's reimbursement shall be provided on an as-incurred basis, following the submittal of appropriate project cost documentation in form and content acceptable to the Community Development Director.
- d. The project and the Premises shall comply with all applicable codes, ordinances, regulations and restrictions, inclusive of the regulations contained in the Agreement approved herein.


**Section 2.** That the City Clerk of the City of DeKalb is authorized and directed to attest the Mayor's signature.


**Section 3.** Thereafter, City staff are directed to fully comply with the terms of the Agreement, and to undertake the obligations contained therein. The City Council expressly approves of the provision of the funding contemplated therein without requirement of further Council approval. Provided that the work performed under the Agreement is performed in accordance with the Agreement, the City Council waives any otherwise applicable requirement for City Council approval of bids or vendors utilized by Owner and waives any applicable competitive bidding requirement (except to the extent required under the Agreement).

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27<sup>th</sup> day of March, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre. Rey.

**ATTEST:**

  
JENNIFER JEE JOHNSON, City Clerk

  
JOHN A. REY, Mayor



**CITY OF DEKALB  
ARCHITECTURAL IMPROVEMENT PROGRAM (AIP) FUNDING  
AND INCENTIVE AGREEMENT**

**THIS AGREEMENT** entered this 27th day of March, 2017, between the City of DeKalb, Illinois, a home rule municipality, (hereinafter referred to as “the City”), and Forge Brewhouse, LLC (“Forge”), TO WIT:

Address of Property to be improved: 216 N. Sixth Street, DeKalb, Illinois.  
 (“Subject Property”)

**WITNESSETH:**

**WHEREAS**, the City has established an Architectural Improvement Program (“Program”) for application within the City; and

**WHEREAS**, on March 27, 2017, the City Council approved Resolution 2017-047, authorizing an architectural improvement program (AIP) Economic Incentive with the Forge; and

**WHEREAS**, said Program is funded from Tax Increment Finance (TIF) funds for the purpose of controlling and preventing blight and deterioration within the City, and to encourage the further redevelopment of properties in the City in accordance with the general guidelines set forth in the Program; and

**WHEREAS**, the Subject Property of the Forge is located within the defined Program area; and

**WHEREAS**, pursuant to the Program, the City has agreed to financially participate, at its sole discretion, and the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Forge desires to participate in the Program, subject to the terms and conditions set forth or modified in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreement obtained herein, the City and the Forge do hereby agree as follows:

- A. The City shall share in the proposed improvement costs to the Subject Property of the Forge, in an amount not to exceed \$17,062.50, and the City shall reimburse the Forge for said amount upon submittal of proof of an equivalent amount paid for approved work on the Subject Property. Funding provided by the City shall be utilized towards the cost of the Subject Improvements described below (as a component of the Approved Improvements). The funding paid, provided, waived and/or forgiven by the City to the Forge shall be considered a Forgivable Loan subject to the following terms:
  1. The Forge agrees to install, or cause to be installed the following approved improvements to interior and exterior of the existing principal structure on the Subject

Property (“Approved Improvements”), and agrees to expend not less than \$56,000 (the “Minimum Expenditure”) on said Approved Improvements.

Exterior Improvements (Comprising not less than \$12,000 of the Minimum Expenditure):

- a. Installation of a new entrance to the southern portion of the Subject Property
- b. Replacement of existing framing and windows
- c. Installation of an awning or similar decorative element
- d. New Signage

Interior Improvements (Comprising not less than \$44,250 of the Minimum Expenditure):

- e. Construction of production space for the intended use of brewing beer in a manner that allows public tours of the brewing process
- f. Construction of a tasting/tap room that is open to the public that is designed in a similar modern industrial fashion as the existing operation

The formula for determining the amount of the City’s contribution shall be the number which is the lesser of: 1) \$17,062.50; 2) the total of all tax increment financing district eligible costs; or, 3) the sum of the cost of fifty percent of the above-described Exterior Improvements and the cost of twenty-five percent of the above-described Interior Improvements (e.g. (50% of \$12,000) plus (25% of \$44,250)); the lesser of these three sums, when calculated, shall be the City’s Maximum Contribution.

2. The Approved Improvements shall be in substantial compliance with plans reviewed and approved by the Community Development Director, with issuance of all required City of DeKalb building permits and approvals. Prior to commencing operation, the Forge shall present to the City a copy of a signed lease executed by the Owner of the Subject Property, and such other documentation as shall be required by the City to confirm the Owner’s consent to the Forge undertaking the Approved Improvements.
3. Prior to installation of Approved Improvements, the Forge must submit plans to the City for review, and must receive written approval of Approved Improvements by the Community Development Director pursuant to reports from the City’s building consultant confirming compliance with applicable building code requirements and confirming compliance with Unified Development Ordinance.
4. Improvements shall be completed within six (6) months from the date of execution of this Agreement by the City, and in such a manner as to comply with all conditions of approval of this Agreement, and all pertinent regulations, ordinances, or codes of the City or other authority having jurisdiction of Subject Property. In the event that Forge fails to complete the Approved Improvements within six months of the date of execution of this Agreement by the City, this Agreement shall be terminated without payment of any incentive. The Approved Improvements shall not be deemed complete

until all such improvements are fully constructed and have received a final certificate of occupancy, approved final inspection and all other required approvals.

5. The incentive contemplated herein shall be payable on an as-incurred basis during the pendency of the project, and such payments may be advanced provided that the Forge is then in compliance with this Agreement and all applicable codes and ordinances. Upon submittal of appropriate receipts paid, any necessary final lien waivers, certified payroll records of contractors, and verification that the improvements have been completed as approved by the Community Development Director, the City shall reimburse the actual costs of the improvements in amounts not exceeding the value stated in Paragraph A above within a reasonable time thereafter. All such documentation shall be in form acceptable to the Community Development Director, in compliance with Exhibit B attached hereto. City staff is authorized and directed to process such payment requests, without requirement of separate approval from City Council, provided that such payment requests are properly documented. Upon the completion of the Approved Improvements, Forge shall provide documentation of project costs to the City within thirty (30) days of the date of completion. All work shall be contracted to the lowest responsible bidder after soliciting at least three competitive bids, unless self-performed by the Forge. Any deviation from these requirements shall require approval of the Community Development Director. Forge shall provide copies of all bids with the project documentation as specified below. For any work that Forge or a company owned by Forge performs, Forge shall provide both completed lien waivers and a sworn affidavit in form acceptable to the Community Development, swearing and affirming that: a) Forge did in fact perform all such work in accordance with all applicable building codes and requirements; and, b) Forge imposed a charge for such work that was commercially reasonable. In the event that Forge fails to incur the Minimum Expenditure, the incentive offered by the City herein shall be reduced pro-rata based upon the formula described above for contribution of the City's Maximum Contribution. In the event that the Forge already received an incentive in excess of the total amount to which it was entitled (based upon a reduction of the incentive contemplated herein), the Forge shall, within thirty days of demand for the same, refund any excess incentive to the City. In the event that the City requires additional information from the Forge, the Forge shall comply with all such information requests in a timely fashion. In the event that Forge is not able to properly document any portion of the costs of constructing the Approved Improvements, any not properly documented cost shall not be considered towards Forge's Minimum Expenditure. The City's maximum liability under this Agreement shall be the City's Maximum Contribution as defined above. All contractors work shall be done in accordance with the attached Exhibit C, which shall be appended to each contract for any portion of the Approved Improvements.
6. That all payments or disbursements made by the City to the Forge shall be considered reimbursements for work completed and paid by Forge, subject to the other terms and conditions set forth herein, and within the Program Guidelines and standard City policies.

7. That any outstanding code violations of the property to which the improvements were made must be repaired or in the process of repair prior to the City releasing funds for reimbursement. Notwithstanding any other provision of this Agreement, the City shall make no payments to any person, firm, or corporations who is a debtor to the City of DeKalb or against whom any present circuit court or administrative hearing judgment in favor of City has been entered and remains unpaid. For purposes of this Section 7, for any corporation or corporate entity, any person who is an owner, manager, shareholder, director or officer shall be considered as a component of the corporate entity in order to determine if any judgments or debts are owed to the City.
8. Forge agrees to maintain all improvements for a period of seven (7) years from the date of reimbursement by the City, except for minor changes such as repainting or other maintenance items, or the changing of sign panels and such due to changes in tenants, or the continuation of further improvements to the building, provided said improvements do not conflict with or interfere with the improvements funded by this Program.
9. Forge agrees that any minor changes or further improvements, as outlined above shall only be made after approval by the Director of Community Development or designee thereof, who may refer the proposed changes to the City Council of the City for final approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the appearance of the Subject Property as specified in the plans approved by the Director of Community Development.
10. In the case of conflicting codes, ordinances, rules regulations or guidelines, the City Council of the City shall make a ruling and that ruling shall be final.
11. Nothing herein is intended to limit, restrict or prohibit the Forge from undertaking any other work in or about the Subject Property, which is unrelated to the architectural improvements provided for in this Agreement.
12. The Forge agrees that it shall maintain its business operations and lease rights of the Subject Property for a period of seven (7) years from the date of reimbursement for work completed as provided herein, as an operational business in the current industry, generating employment and sales tax revenue for the City. This Agreement shall be binding upon an inure to the benefit of the City and Forge, and their heirs, for a period of seven (7) years from the date of reimbursement for work completed as provided for herein.
13. If Forge fails to complete or cause the completion of the Approved Improvements subject to the terms of this Agreement or fails to comply with any other term of this Agreement, then upon written notice being given by the City Manager to Forge, served in person or by certified mail to the address on this Agreement above, this Agreement shall be terminated and the financial obligation on the part of the City shall cease and become null and void.

14. If the Forge removes or fails to maintain all improvements for which reimbursement by City is provided under the terms of this Agreement, then upon written notice being given by the City Manager to the Forge, served in person or by certified mail to the address on this Agreement above, the Forge agrees to reimburse the City for the full amount of funding provided by the City under the terms of this Agreement within thirty (30) days of receipt of aforementioned written notice, with the amount of reimbursement owed to the City reduced by one-seventh (1/7) of the full amount funded by the City under this Agreement for every one calendar year the improvements resulting from this Agreement and the aforementioned Program are maintained in accordance with the terms of this Agreement after the date of reimbursement by the City.
15. Upon default of this Agreement by either party, other than default upon the installation of improvements as described, the Forge and/or the City shall have any and all remedies available at law.
16. This Agreement shall have a term commencing upon the date of execution by both parties, and terminating upon the first to occur of: a) the City's notice of termination based upon a material breach of this Agreement or the occurrence of one of the conditions justifying termination as outlined herein; or, b) the passage of ten years from the date of execution by the City.
17. Forge shall provide the City with an executed Corporate Undertaking and Note in form and content acceptable to the City at the time of payment of the City's reimbursement. As the Forge has only a leasehold interest in the Subject Property, the City shall not secure this obligation by the recording of a mortgage, but shall require documentation of the Owner's consent to the Project as described above.
18. This Agreement shall constitute the entirety of the agreement between the parties and no previous draft, note or discussion shall contravene any provision hereof. Any modification to this Agreement shall be effective only if in writing, signed by both parties. Any dispute arising out of the performance of this Agreement shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois.
19. Forge acknowledges that the City is not responsible for the means, performance or construction of any improvements and its sole involvement is the provision of an incentive following construction of the improvements. Forge shall maintain in full force and effect liability insurance with limits of not less than \$1,000,000 per occurrence during the term of construction of its improvements. Forge shall be responsible for any and all damages to property or persons arising out of an error, omission, or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Forge shall assume all restitution and repair costs arising out of an error,

omission and/or negligence. Forge agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Forge or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Forge, the Forge's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. Forge is solely responsible for determining the accuracy and validity of any information provided to the Forge by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the FORGE under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

20. The City and Forge acknowledge that Forge is presently contemplating the future construction of an expansion of the Project, to include the conversion of a vacant area of roughly 5,200 square feet into a full service restaurant and brewery with food and beverage ("the Expansion"). The City agrees and acknowledges that should Forge determine to go forward with the Expansion, the City shall undertake all reasonable means to expedite the permitting and review process, and shall review any request for financial participation in or the provision of an incentive to the Expansion, provided that Forge initiates the Expansion within twenty-four months of the date of this Agreement.

**IN WITNESS THEROF**, the parties hereto have executed this Agreement on the date first appearing above.

**CITY OF DEKALB, ILLINOIS**  
A Municipal Corporation

**FORGE BREWHOUSE, LLC**

  
\_\_\_\_\_  
John A. Rey, Mayor

  
\_\_\_\_\_  
James P. Hini

ATTEST:


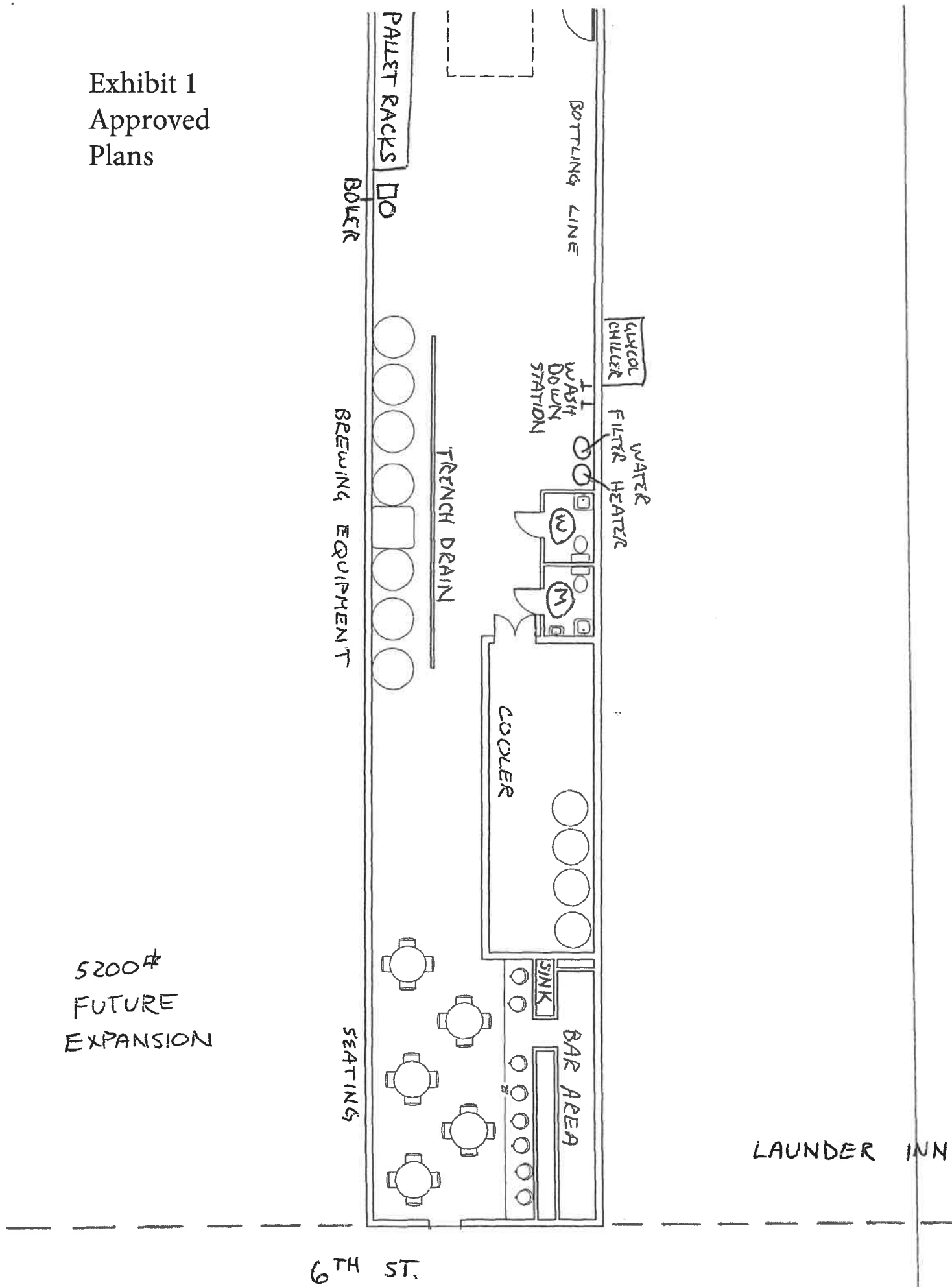
  
\_\_\_\_\_  
Daniel Johnson, City Clerk





Exhibit 1  
Approved  
Plans



6<sup>TH</sup> ST.

LAUNDER INN

5200#  
FUTURE  
EXPANSION

Exhibit 2:  
Format Requirements for Eligible Expenses

- *Applicants/Recipients are responsible for identifying and complying with all applicable laws, ordinances and regulations.*
- The Illinois Prevailing Wage Act is applicable to all work performed on-site where required under Illinois law. Forge is responsible for determining and verifying compliance with the Prevailing Wage Act.
  - Final waivers of lien must also be provided for all contractors, suppliers and materialmen.
  - Applicants will be required to indemnify and hold harmless the City from any claim arising under the Prevailing Wage Act, or arising out of Applicant's violation of any other applicable law or regulation.
- Final Project Costs must be documented in a tabbed binder in accordance with these regulations.
  - The first section must include a notarized affidavit from the Applicant affirming that all information provided is complete and accurate, and affirming that all work was done in accordance with these Guidelines and all applicable laws.
  - The second section must include a spreadsheet generated by the Applicant, including all project costs that are a component of the project, broken down by vendor. All amounts listed in this spreadsheet must match the corresponding contractor invoices described below.
  - If property acquisition is included in the project costs, the third section must include a copy of the closing statement and deed for the property.
  - Subsequent sections should be separately tabbed by contractor. Each contractor tab should start with a spreadsheet generated by the Applicant that includes the totals from each invoice, and should be followed by a complete set of prevailing wage records, final waivers of lien, and invoices.
  - Applicants may include a Miscellaneous Expenses tab in the binder for small project expenses.
  - Credit Card Statements are not adequate to evidence expenditures. All small expenditures require actual receipts showing the expenditures. The City reserves the right to require Applicants to provide written documentation explaining any expenditure.
  - Building permits are eligible expenditures. Ineligible expenditures include: food, fuel, beverages, utility bills, web design, merchandise for stock or supply, membership dues, life insurance, or other personal expenses. The City reserves the right to disqualify any expense.
- Once an invoice is submitted, the invoice *cannot be withdrawn or retracted, and the scope of work described on the invoices cannot be altered.* For this reason, it is critical to ensure that these guidelines are complied with.
- The City shall also be provided with an electronic copy of all submittals, in PDF format, separated into sections as outlined above.
- Forge shall also provide a copy of all bids received for work on the project, to document that is selected the lowest responsible bidder out of not fewer than three bids.

Exhibit 3:  
Bidder Certifications

*Sexual Harassment:* The Bidder certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Bidder certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Bidder certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Bidder certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Bidder is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Bidder certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Bidder certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage:* The Bidder certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Bidder. The Bidder is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

*Drug Free Workplace:* The Bidder certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Bidders, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of

sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Bidder further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

*Responsible Bidder Requirements:* The Bidder certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Bidder agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this Contract.

*International Boycott:* The Bidder certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

*Record Retention and Audits:* If 30 Illinois Compiled Statutes 500/20-65 requires the Bidder (and any sub Bidders) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a: \_\_\_ United States Citizen or Corporation \_\_\_ Resident Alien \_\_\_ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

*Tax Payer Certification:* Under penalties of perjury, the Bidder certifies that its Federal Tax Payer Identification Number or Social Security Number is 47-1252209 and is

doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  
 Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)   
 Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care  
Services Provider Corp.

*Authorized in Illinois:* The Bidder that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Bidder certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Bidder certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Bidder further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et.seq.*

*Export Administration, Supplies, Labor:* The Bidder certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Bidder further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Bidder certifies that 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 City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

*General Compliance and Certification:* The Bidder certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Bidder acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.