

Neighborhood Initiatives Fund (NIF) Grant Program Guidelines

I. Statement of Purpose

The Neighborhood Initiatives Fund (NIF) Program will provide grants in order to:

- **Help unlock the economic and placemaking potential within neighborhoods;**
- **Support vision-to-action community investment strategies that build an equitable Pittsburgh; and**
- **Formalize collaborative partnerships across the City.**

The Program is intended to assist nonprofit and community-based organizations with neighborhood-scale projects in CDBG eligible areas that improve quality of life and maintain the neighborhood as a desirable place to live. These projects include efforts that encourage investment through vacant property reclamation and stewardship, historic preservation, brownfield redevelopment, public infrastructure improvements, and/or other eligible efforts. Nonprofit organizations with for-profit development partners are also eligible to apply.

It is the intention of this program to increase visibility and accessibility to funding.

II. Program Funding

The NIF program may be funded in part through the City of Pittsburgh, the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), and the URA.

III. Use of Funding

The Program will fund non-housing related place-based initiatives and equitable neighborhood projects and programs in CDBG eligible areas. Funds are awarded on a competitive basis.

Priority will be given to non-housing projects that identify the strategies and tactics associated with the proposed neighborhood initiative or project and how the community will benefit from those strategic efforts. Potential tactics include but are not limited to:

- A. Conceptual design and engineering;
- B. Land remediation;
- C. Vacant property activation;
- D. Historic preservation;
- E. Commercial district revitalization; and/or
- F. Public realm improvements.

A portion of Program funds may be utilized for operating or administrative costs in an effort to assist qualified grantees affected by COVID-19 (see below).

IV. Eligibility

A. Eligible Grantees

- a. Nonprofit entities (includes government agencies)
- b. Nonprofit organization with for-profit development partners

B. Eligible Areas

NIF projects must be located within **CDBG eligible areas** within the City of Pittsburgh. A map of CDBG eligible areas can be viewed [here](#).

C. Eligible Activities

Non-housing neighborhood projects that benefit the community and catalyze economic development. Hard and soft costs are eligible if they fall into these categories:

- a. Vacant property reclamation and stewardship;
- b. Historic preservation;
- c. Brownfield development;
- d. Construction of public space and neighborhood infrastructure improvements, including, but not limited to:
 - Streetscape improvements;
 - Transit and transportation-related improvements;
 - Parks and open space improvements;
 - Green infrastructure; and/or
 - Public art.

Up to twenty-five (25) percent of total grant funds can be utilized for operations or administrative costs for those organizations that have faced hardships due to COVID-19.

D. Non-eligible Uses

- a. Projects outside of the City of Pittsburgh;
- b. Residential dwellings or the residential portions of mixed-use buildings;
- c. Improvements proposed in the City right-of-way that have not been approved and/or coordinated with the City;
- d. Improvements proposed on properties without site control;
- e. Marketing and promotional expenses;
- f. Travel expenses or any lodging/hotel expenses; and/or
- g. Development fees.

V. Parameters of Grant

There are two tiers of available grants:

A. Tier 1 – Under \$15,000

No matching requirements

Tier 1 activities are limited to soft costs, technical assistance and training, or public art opportunities.

B. Tier 2 - \$15,000 to \$100,000

Matching requirement: For every two-dollars (\$2) of Program funds invested into a project, there must be at least one-dollar (\$1) match invested in the project. Matching funds must come from non-URA and non-City sources.

The Neighborhood Initiatives Fund Program investment will not exceed \$100,000 and is subject to availability of funding.

VI. Procedures for the Grant

- A. The project must meet **all State and Federal statutory mandates** (i.e., wage rates, insurance/bonding requirements, competitive bidding). See attached Exhibit A for sample Grant Agreement with related compliance items.
- B. Any use of grant funds **must comply with Federal, State, and local regulations concerning historic properties and environmental review.**
- C. The project must document the funding match if required (include grant award letter, grant agreement, or letter of commitment for funds).
- D. If the grantee is utilizing grant funds for administrative or operating costs, the grantee must demonstrate a hardship related to COVID-19. It is entirely within the URA's discretion to determine if the grantee is eligible for such operating costs.
- E. The URA acknowledges the City of Pittsburgh's goal of eighteen (18) percent minority-owned and seven (7) percent women-owned business enterprise participation in projects with total costs of \$250,000 or greater. The MWBE goals also apply to professional service contracts of \$75,000 or greater. All successful applicants are required to demonstrate and document a good faith effort to obtain MWBE participation in work performed with the use of URA funding for projects or activities that meet or exceed the aforementioned thresholds.
- F. All properties rehabilitated under NIF are subject to inspections by the URA.
 - a. The URA Site Advisor will review the scope of work and conduct an initial inspection of the property.
 - b. The URA will review the scope of work write-up to determine if the cost estimates for the proposed scope are reasonable.
 - c. Contracts will be subject to a competitive bidding process or subject to the URA review of the consultants' or contractors' proposed costs.
 - d. The Grantee and the chosen consultants and/or contractors is/are bound by all relevant payment and inspection procedures imposed by the URA.

- e. The URA Construction Advisor will conduct on-site stage inspections for construction contracts or shall review for consultant contracts at the time the Grantee requests reimbursement for work completed. Payment requests will need to include proof of payment to consultants.
- f. At the time the work is completed, a final inspection is conducted by the URA Construction Advisor for construction, and URA staff will review for consultant scopes. A Senior Construction Supervisor or Manager may also inspect the property. If necessary, a City Department of Permits, Licenses, and Inspections (PLI) Advisor may also perform an inspection of the completed work.
- G. The project will be assigned a grant coordinator at the URA. Additional technical assistance may be provided if requested.
- H. This is a reimbursement grant. Grantees must request payments on the proper URA form(s), duly signed and approved by the grantee, for a specified dollar amount. If a match is required, the payment request must document the matching payment. Final payments will not be released until all required permits or relevant approvals have been documented, if applicable.
- I. Final payments will not be released until a final grant report is submitted. The final grant report must document the following:
 - a. How the project fulfilled the goals of the program (improved quality of life and equitable neighborhood investment);
 - b. Measurable positive impacts (e.g., job creation, placemaking, expansion of the City's tax base, etc.);
 - c. Construction and permanent job creation, including number of local resident jobs and wage rates;
 - d. Funding leveraged as a result of NIF funding; and
 - e. MWBE good faith effort and participation rates, if applicable.
- J. Recipients will be required to expend grant funds for the project within twelve (12) months from the date of the grant agreement.
- K. Grantee shall include and/or mention the name of the URA as a funder on all Project signage, brochures, publicity, marketing materials, social media, news articles, and/or advertising referencing the Project.
- L. Upon project completion, grantee shall display required signage for a minimum of twelve (12) months. Such signage will be provided by the URA.

VII. Conditions and Criteria for Grants

Proposals must meet the following criteria to be eligible for grants:

- A. The project must demonstrate public support (e.g., undertaken by a community-based organization, letters of support from community organizations/council office(s), public meeting minutes, etc.);
- B. The project must be financially feasible;
- C. Project match must be committed;
- D. The project must contribute to neighborhood stability or revitalization;
- E. The project must be in compliance with a neighborhood comprehensive plan (if one is available); and

- F. The project must include a maintenance plan, if applicable.

Because there may be insufficient funds to approve all eligible proposals that meet the minimum criteria, proposals will be evaluated based on additional criteria measuring public benefits, including, but not limited to:

- A. Degree of distress of the neighborhood in which the initiative/project will be located;
 - B. Impact of initiative/project to be undertaken (priority will be given to applications which identify workforce development opportunities);
 - C. Response to the COVID-19 crisis (priority will be given to applications that address consequences of the COVID-19 pandemic);
 - D. The amount of match; and
 - E. Capacity of the organization and the amount of technical assistance required.
- Registered Community Organizations (RCOs) are preferred but not required.

VIII. Design Standards

Projects that propose work in the public right-of-way (i.e. publicly-owned streets and sidewalks), must comply with standards established by the City of Pittsburgh. URA and City staff will review all designs to ensure that they are consistent with the approved City standards. The City's right-of-way policy can be downloaded [here](#).

Projects that propose public art on City-owned property or in the City's right-of-way must have the project reviewed by the City's Art Commission. The Art Commission's procedures can be accessed [here](#).

IX. Additional Information

For additional information, please contact the Urban Redevelopment Authority of Pittsburgh's Economic Development Department at: (412) 255-6560.

The Urban Redevelopment Authority of Pittsburgh abides by all applicable laws and regulations regarding nondiscrimination and refrains from discriminating on the basis of age, race, color, religious creed, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, political or union affiliation, and/or disability. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination solely on the basis of any of the above factors under the loan and grant programs operated by the Urban Redevelopment Authority of Pittsburgh.

Exhibit A

NEIGHBORHOOD INITIATIVES FUND
TIER 1 GRANT AGREEMENT

THIS NEIGHBORHOOD INITIATIVES FUND (NIF) GRANT AGREEMENT (the “Agreement”), effective this ___ day of _____, 2019, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 412 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 (the “URA”) and _____, a Pennsylvania _____ located at _____, Pittsburgh, Pennsylvania 152__ (“Grantee”). Each of the foregoing may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Grantee has requested a grant from the URA, and the URA has agreed to make a grant on the terms and conditions set forth herein; and

WHEREAS, the URA is authorized to make this grant pursuant to URA Board Resolution No. __ of 20__.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth at length herein.

2. **GRANT**

(a) **The Grant.** Subject to the terms and conditions and relying upon the representations and warranties hereinafter set forth, the URA agrees to make a grant to Grantee in the maximum amount of _____ (\$____,____.00) (the “Grant”).

(b) **Use of the Grant.** The proceeds of the Grant (the “Proceeds”) shall be used solely to pay for _____ at _____ in the City of Pittsburgh, Pennsylvania (the “Property” and sometimes referred herein as the “Project”). The Proceeds shall be used solely in accordance with the Project Budget/Scope of Services, which is attached hereto and incorporated herein as Exhibit “A.”

3. TERM.

If grant proceeds are not fully expended within twelve months of the date of this Grant Agreement, then an extension shall be requested from the URA in writing. Unless the extension is approved, unexpended grant proceeds shall be refunded to the URA and any unused grant proceeds shall not be disbursed. It is the burden of the Grantee to show that the URA has approved the extension in writing. If no such approval can be provided, Grantee shall refund the proceeds and any unused grant proceeds shall not be disbursed.

4. DISBURSEMENT OF FUNDS.

(a) This is a reimbursement grant. Grantee shall request payments on the proper URA form(s), duly signed and approved by the Grantee, for a specified dollar amount. If a match is required, the payment request shall document the matching payment. Final payments will not be released until all required permits or relevant approvals have been documented, if applicable.

(b) Grantee shall send disbursement requests to the URA, to the attention of Director, Economic Development Department or designee, no more than once per month, enclosing (1) invoices of contractors, Grantees, vendors, etc., addressed to Grantee, and (2) copies (front and back) of cancelled checks or other documentation showing payment of such costs by Grantee (each, a "Disbursement Request").

(c) Within thirty days of receipt of a properly submitted Disbursement Request, the URA may arrange for a site inspection. Thereafter, provided that Grantee is in compliance with its covenants and obligations pursuant to this Agreement, the URA shall disburse the appropriate amount, as determined by the URA in its sole discretion, of the Proceeds.

(d) If at any time URA believes in the reasonable exercise of its judgment that the proceeds of the Grant and that any other Project financing are insufficient to pay the remaining Project costs or if Project costs exceed those set forth in Exhibit A, the URA may suspend payments under this Agreement until Grantee presents satisfactory evidence that it has sufficient funds on hand or available to pay any increased Project costs. In such event, the URA may require Grantee to deposit funds sufficient to complete the Project with the URA or in an escrow account.

(e) Final payments shall not be released until a final grant report is submitted. The final grant report must document the following:

- a. How the project fulfilled the goals of the program (improved quality of life and equitable neighborhood investment).
- b. Measurable positive impacts (job creation, placemaking, expansion of the City's tax base, etc.)
- c. Construction and permanent job creation including number of local resident jobs and wage rates.
- d. Funding leveraged as a result of NIF funding.

- e. MWBE good faith effort and participation rates if applicable.

5. PROJECT MARKETING

(a) Grantee shall include the name of the URA as a funder on all Project signage, brochures, publicity, marketing materials, news articles, and/or advertising referencing the Project.

(b) Grantee hereby grants to the URA a non-exclusive, unrestricted, transferable, sub-licensable, fully-paid up, perpetual right and license to use, distribute and create (including the creation of derivative works) photographs, drawings, video, and any other media related to the Project, whether created by Grantee or the URA.

6. OWNERSHIP OF DATA.

(a) All copyrights and data (including but not limited to, written reports, drawings and studies) developed pursuant to this Agreement are hereby assigned to, and shall be the property of the URA, and the URA shall have full right to use such data for any purposes in whatever manner deemed desirable and appropriate by the URA. The Grantee, for consideration provided herein, receipt of which is hereby acknowledged, hereby assigns to the URA, the entire right, title and interest in and to all copyrights in and for the copyrightable material Grantee drafts and/or prepares in the course of, in connection with, or under the terms of this Agreement. This assignment includes assignment of all of the rights of Grantee under Title 17, Section 106 of the United States Code, including the right to register claims for copyright in such copyrightable material in the name of the URA, the right to reproduce the copyrightable material in copies, the right to prepare derivative works based on the copyrightable material, the right to distribute copies of the copyrightable material to the public by sale or other transfer of ownership, or by rental lease or lending, and the right to authorize others to do any of these acts. In the event this copyrightable material might be considered to be a “work made for hire” as a result of having been specially commissioned for use as a contribution to a collective work, as a supplementary work, or as a compilation, or for any other purpose, it is expressly agreed that this copyrightable material shall be considered to be “a work for hire” as that term is used in Title 17, Section 101 of the United States Code and that the URA is and shall be the owner of all copyrights in such “work for hire” copyrightable material. Grantee shall not include in the data submitted to the URA any copyrighted matter, without the written approval of the URA, unless Grantee provides the URA with written permission of the copyright owner for the URA to use such copyrighted matter in the manner provided in this Agreement.

(b) Grantee and its employees shall promptly furnish the URA a complete record of any and all technological ideas, inventions, and improvements, whether patentable or not, which Grantee or its employees, solely or jointly, conceives, makes, or first discloses in the course of, in connection with, or under the terms of this Agreement. Grantee and its employees agrees to and does hereby

grant and assign to the URA his entire right, title, and interest in and to ideas, inventions, and improvements that occur, or relate to activities that occur, within the scope of this Agreement. Grantee shall immediately give the URA written notice thereof and shall promptly thereafter furnish the URA with complete information thereon. The determination of the URA on all these matters shall be accepted as final. Grantee, unless otherwise authorized in writing by the URA, shall obtain patent assignments to effectuate the provisions of this paragraph from all persons who perform any part of the work under this Agreement. Grantee will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this paragraph applicable to the subcontractor and its employees.

(c) Grantee acknowledges that the URA may assign its rights under this Agreement to the government entity or entities, which provided funding for this Agreement and the laws and regulations of said entity or entities shall govern with respect to the provisions contained herein. Said laws and regulations will be supplied to Grantee upon request.

(d) Grantee agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement without the written consent of the URA.

7. COVENANTS OF GRANTEE

Grantee represents that:

(a) It is a non-profit corporation duly formed, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, has the power to enter into this Agreement, and all other agreements, documents and instruments contemplated hereunder and to perform its obligations hereunder and thereunder, and by all necessary action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement, and all other documents executed and delivered by Grantee in connection with the transactions contemplated hereby, constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms, except as may be limited by bankruptcy, reorganization or other laws affecting creditors' rights generally, and by general principles of equity.

(b) The execution and delivery of this Agreement, the performance by Grantee of its obligations hereunder, and the consummation of the transactions herein contemplated do not, and will not, conflict with, constitute a breach, or result in a violation of its organizational agreements or any agreement or other instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental authority having jurisdiction over Grantee.

(c) To the extent practicable, Grantee shall distribute purchases equal to or less than \$10,000 (Micro-purchases) equitably among qualified suppliers. Micro-purchases may be paid without soliciting competitive quotations if Grantee considers the price to be reasonable.

(d) Grantee shall obtain price or rate quotations from an adequate number of qualified sources for purchases less than \$250,000 (Small Purchases). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000.

8. PROJECT ACTIVITIES

(a) It is understood and agreed that Grantee and/or its contractors shall be solely responsible for obtaining all necessary applications, permits, and governmental approvals necessary prior to the commencement of any Project activities and shall provide copies of said permits and/or approvals to the URA upon request.

(b) No change orders shall be executed by Grantee without the URA's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Grantee shall provide to the URA a copy of the approved change order after execution.

9. AMERICANS WITH DISABILITIES ACT

During the term of this Agreement, Grantee agrees as follows:

(a) Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 *et seq.*, Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of executing this Agreement, Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth and URA through contracts.

(b) Grantee shall be responsible for, and agree to indemnify and hold harmless the URA from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the URA as a result of Grantee's failure to comply with the provisions of paragraph (a) above.

10. MINORITY AND WOMEN'S PARTICIPATION

If applicable, Grantee shall make a good faith effort to obtain minority and women's participation in the work financed under this Agreement. Grantee further agrees to submit a Minority/Women's Business Enterprise Plan to the URA prior to commencement of the eventual construction of the Project. After approval, such plan may be revised with the URA's prior written consent. During the course of the Project, Borrower shall submit monthly reports to the URA in a format approved by the URA which list the amount of funds expended for minority and women's participation and assesses Borrower's performance in meeting the agreed-upon goals.

11. CERTIFICATION REGARDING LOBBYING.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. DEBARMENT CERTIFICATION.

(a) Grantee certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Grantee will include this certification in all contracts and subcontracts funded

by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(b) Grantee further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Grantee or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Grantee cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(c) Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Grantee shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

(d) The failure of Grantee to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

13. COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

Grantee shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Subsection 3601-3619 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination in Employment Act of 1975 (42 U.S.C. Subsection 6101-6107); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Subsection 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the HCDA and regulations at 24 CFR Part 135.

14. ENVIRONMENTAL IMPACT

No activity having potential environmental effects shall be undertaken until the URA or the City of Pittsburgh (the "City") has completed an environmental assessment of the Project in accordance with 24 CFR Part 58.

15. ACCESS, MONITORING, AND COMPLIANCE

Any representative of the URA or the City shall have access to the Project at all reasonable times during normal business hours. The URA may monitor Grantee's performance under this Agreement and take legal action, as appropriate, to enforce the terms of this Agreement.

16. INSPECTIONS OF PROJECT

The URA and Grantee agree that any inspections of the Project by the URA are solely for the purpose of evaluation of preserving the URA's rights under this Agreement. Both parties agree

that the URA is not obligated to make inspections of the Project nor is the URA obligated to disclose the results of any inspections it chooses to make. Inspections of the Project for any other purposes are the responsibility of Grantee, and the URA shall not be subject to any liability related to inspections. In no event will any inspections of the Project by the URA be a representation that there has been, or will be compliance with the plans and specifications submitted for the Project, or that the construction is free from defective materials or workmanship.

17. BOOKS AND RECORDS

Grantee agrees to keep and maintain books, accounts, reports, files, records and other documents relating directly to the receipt and disbursement of the Grant under this Agreement for a period of four years following completion of construction of the Project. Any duly authorized agent or representative of the URA, the City, or Comptroller General of the United States shall, at all reasonable times during normal business hours, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of Grantee for three years following the completion of construction or the last disbursement of Grant funds, whichever is later.

18. RELATIONSHIP OF PARTIES

Grantee acknowledges that nothing contained in this Agreement, nor any act of the URA, or the City, shall be deemed or construed by Grantee or by third persons to create any relationship of third-party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture or of any association or relationship involving the City or the URA.

19. CONFLICT OF INTEREST

No person (i) who is an employee, agent, Grantee, officer or elected or appointed official of the unit of general local government in which the Project is located or of any public agency, authority, or neighborhood-based non-profit organization involved in the Project that received a grant and who exercises or has exercised any functions or responsibilities with respect to assisted activities or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves, or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may be granted to this prohibition under the Community Development Block Grant regulations at 24 CFR Subsection 570.611.

20. LIMITATION OF LIABILITY

Grantee acknowledges and agrees that neither the URA nor the City shall be liable to it or to any other party, for completion or failure to complete any activities which are a part of the Project.

21. COMPLIANCE WITH LAWS

(a) Grantee shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions and offices or any other body exercising functions similar to the foregoing insofar as they are applicable to the Project.

(b) If applicable, Grantee, its contractors and subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 *et seq* or the federal Davis-Bacon Act, 40 U.S.C.A. §§ 3141 *et seq*. The general prevailing minimum wage rates, as determined by the Pennsylvania Secretary of Labor and Industry or Federal Department of Labor, shall be paid for each craft or classification of all workmen needed to perform this Agreement during the term hereof for the locality in which the work is to be performed.

(c) Grantee acknowledges that its performance under this Agreement is subject to the following acts, orders and regulations in addition to any other acts, orders and regulations set forth herein and that this provision is not intended to limit Grantee's compliance with the requirements of subsection (a) above:

- i. National Environmental Policy Act of 1969 and the regulations at 24 C.F.R. Part 58
- ii. Section 104(f) of the Housing and Community Development Act of 1974 regarding environmental protection measures
- iii. Preservation of Historical and Archaeological Data, 16 U.S.C.A. 469
- iv. Protection and Enhancement of the Cultural Environment, Executive Order 11593

22. INDEMNIFICATION AND INSURANCE

(a) Grantee agrees to indemnify, defend, and save harmless the URA and the City, their officers, employees, agents, successors and assigns, from and against all liabilities, claims, costs or expense whatsoever imposed on or incurred by or asserted against them or any of them by any third party as a result of: injury (including death) to persons or damage to property arising in any manner or under any circumstances whatsoever from any work done in or about the Project site or any condition, use or occupancy of the Project, including any appurtenant sidewalks or driveways used in connection with the Project arising from, out of, or in connection with the business activities or conduct of Grantee or any of its agents, servants, contractors or employees; except to the extent caused by the gross negligence and/or willful misconduct of URA, or anyone acting through or on behalf of URA.

(b) Grantee agrees to indemnify, defend and save harmless the URA and the City, their officers, employees, agents, successors and assigns from any and all liabilities, claims, costs or expense whatsoever imposed on or incurred by or asserted against them by any third party

by reason of any failure of Grantee to perform or comply with any of the covenants, agreements, terms or conditions of this Agreement on its part to be performed or complied with.

(c) In the event any action or proceeding is brought against the URA or the City by reason of any such claim, Grantee, upon written notice from the URA or the City shall, at the sole cost and expense of Grantee, defend any such action or proceeding with counsel chosen by the URA or the City, respectively.

(d) Grantee agrees to carry insurance, and shall require its contractors to carry insurance, insuring against bodily injury and property damage and naming the URA and the City as additional insured at liability coverage limits acceptable to the URA.

23. EVENTS OF DEFAULT

The occurrence of any of the following events shall, at the URA's option, constitute an Event of Default hereunder:

(a) Grantee fails to perform any covenant, provision, and/or agreement set forth in this Agreement and such failure continues for a period of 30 days after notice by the URA;

(b) Grantee assigns this Agreement or any of the advances or any interest herein, or if the Project is sold, transferred, conveyed or encumbered in any way, except as contemplated herein, or there is any change in the beneficial ownership of Grantee without the prior written consent of the URA;

(c) Any material adverse change in the financial condition of Grantee;

(d) Grantee does not complete the Project in substantial accordance with Exhibit A, except for such changes as may be approved in writing by the URA;

(e) Grantee does not permit the URA or its representatives to enter upon the Project and make inspections at all reasonable times after reasonable notice as set forth herein; and/or

(f) Any statement, certificate, report, information, representation, or warranty made by Grantee proves false, erroneous, or misleading in any material respect.

24. PERIOD TO CURE EVENTS OF DEFAULT

Upon the occurrence of an Event of Default, the URA shall notify Grantee in writing of the Event of Default and Grantee shall have thirty (30) days in which to cure the Event of Default, or if the Event of Default cannot be cured within such period, Grantee shall commence such cure and shall have a commercially reasonable time to complete the cure so long as it pursues such cure diligently.

25. REMEDIES

(a) If one or more of the foregoing Events of Default occur, following the expiration of any applicable cure period, the URA may declare Grantee to be in default hereunder and the URA may exercise one or more of the following remedies:

- i. The URA may terminate this Agreement; and/or
- ii. The URA, at its option, may withhold further disbursements hereunder, and/or direct Grantee to repay on demand the Grant, or any portion thereof, as determined by the URA in its sole discretion, plus the URA's costs, fees, attorneys' fees, any penalty or interest which shall be determined, assessed or imposed on the URA and/or Grantee; and/or
- iii. Exercise all rights and remedies available to the URA at law or equity, including, but not limited to, institution of legal proceedings or other proceedings in the name of Grantee or the URA as the URA may deem appropriate.

(b) The rights and remedies exercisable hereunder may be exercised cumulatively and successively and no delay or failure of the URA in the exercise of any right or remedy hereunder shall affect any such right or remedy, nor shall any single or partial exercise thereof preclude any further exercise thereof, and no action taken or omitted by the URA shall be deemed to be a waiver of any such right or remedy.

26. WAIVER OF NOTICE

Grantee hereby expressly waives any requirement for presentment, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for herein.

27. APPROVALS AND NOTICES

Any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) two (2) business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to the URA and to Grantee at the following addresses:

To the URA: The Urban Redevelopment Authority of Pittsburgh
412 Boulevard of Allies
Pittsburgh, PA 15219
Attention: Executive Director

To Grantee:

28. SURVIVAL OF REPRESENTATION, WARRANTIES, AND OBLIGATIONS

All representations and warranties contained herein shall survive the execution and delivery of this Agreement. All obligations of Grantee under this Agreement that have not been fully performed, paid and satisfied at the time of closing of the Loan shall survive said closing.

29. SUCCESSORS BOUND

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns (except that Grantee shall have no right to assign, voluntarily or by operation of law, any of Grantee's rights hereunder without the URA's prior written consent, and provided further that nothing herein is intended by any party hereto to confer any rights upon any third party as a beneficiary hereof).

30. ASSIGNMENT

This Agreement shall not be assigned by Grantee except upon written agreement of the URA.

31. SEVERABILITY

If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in full force and effect.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

33. CONSENT TO JURISDICTION

Grantee hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Grantee irrevocably agrees to service of process by personal service upon Grantee wherever Grantee may be then located, or by certified mail or registered mail, return receipt requested, directed to Grantee at its address stated herein.

34. CONSTRUCTION AND AMENDMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. This Agreement may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. Notwithstanding the foregoing, This Agreement has been negotiated jointly by and between the Parties. The principle

of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement. The headings used herein are for convenience only and do not constitute a substantive part of this Agreement.

35. NONDISCRIMINATION

Grantee agrees to abide by and use diligent efforts to require all contractors and subcontractors to fully abide by all applicable laws and regulations regarding nondiscrimination on the basis of age, race, color, religious creed, ancestry, national origin, sex or disability.

36. NO WAIVER

No delay or failure of the URA in exercising any right, power, or privilege, nor any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege, shall preclude any further exercise thereof. Any waiver, permit, consent or approval of any kind or character on the part of the URA of any breach or default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

37. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

WITNESS/ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:

Assistant Secretary

By _____
Name:
Title:

APPROVED AS TO LEGAL FORM:

Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS: _____:

By: _____

By: _____
Name: _____
Title: _____

NEIGHBORHOOD INITIATIVES FUND
TIER 2 GRANT AGREEMENT

THIS NEIGHBORHOOD INITIATIVES FUND (NIF) GRANT AGREEMENT (the “Agreement”), effective this ___ day of _____, 2019, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 412 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219 (the “URA”) and _____, a Pennsylvania _____ located at _____, Pittsburgh, Pennsylvania 152__ (“Grantee”). Each of the foregoing may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Grantee has requested a grant from the URA, and the URA has agreed to make a grant on the terms and conditions set forth herein; and

WHEREAS, the URA is authorized to make this grant pursuant to URA Board Resolution No. __ of 20__.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

38. RECITALS

The recitals set forth above are incorporated by reference as if fully set forth at length herein.

39. GRANT

(c) The Grant. Subject to the terms and conditions and relying upon the representations and warranties hereinafter set forth, the URA agrees to make a grant to Grantee in the maximum amount of _____ (\$ __, __.00) (the “Grant”).

(d) Use of the Grant. The proceeds of the Grant (the “Proceeds”) shall be used solely to pay for _____ at _____ in the City of Pittsburgh, Pennsylvania (the “Property” and sometimes referred herein as the “Project”). The Proceeds shall be used solely in accordance with the Project Budget/Scope of Services, which is attached hereto and incorporated herein as Exhibit “A.”

40. TERM.

(b) If grant proceeds are not fully expended within twelve months of the date of this Grant Agreement, then an extension shall be requested from the URA in writing. Unless the extension is approved, unexpended grant proceeds shall be refunded to the URA and any unused grant proceeds shall not be disbursed. It is the burden of the Grantee to show that the URA has approved the extension in writing. If no such approval can be provided, Grantee shall refund the proceeds and any unused grant proceeds shall not be disbursed.

41. DISBURSEMENT OF FUNDS.

(f) This is a reimbursement grant. Grantee shall request payments on the proper URA form(s), duly signed and approved by the Grantee, for a specified dollar amount. If a match is required, the payment request shall document the matching payment. Final payments will not be released until all required permits or relevant approvals have been documented, if applicable.

(g) Grantee shall send disbursement requests to the URA, to the attention of Director, Economic Development Department or designee, no more than once per month, enclosing (1) invoices of contractors, Grantees, vendors, etc., addressed to Grantee, and (2) copies (front and back) of cancelled checks or other documentation showing payment of such costs by Grantee (each, a "Disbursement Request").

(h) Within thirty days of receipt of a properly submitted Disbursement Request, the URA may arrange for a site inspection. Thereafter, provided that Grantee is in compliance with its covenants and obligations pursuant to this Agreement, the URA shall disburse the appropriate amount, as determined by the URA in its sole discretion, of the Proceeds.

(i) If at any time URA believes in the reasonable exercise of its judgment that the proceeds of the Grant and that any other Project financing are insufficient to pay the remaining Project costs or if Project costs exceed those set forth in Exhibit A, the URA may suspend payments under this Agreement until Grantee presents satisfactory evidence that it has sufficient funds on hand or available to pay any increased Project costs. In such event, the URA may require Grantee to deposit funds sufficient to complete the Project with the URA or in an escrow account.

(j) Final payments shall not be released until a final grant report is submitted. The final grant report must document the following:

- a. How the project fulfilled the goals of the program (improved quality of life and equitable neighborhood investment).
- b. Measurable positive impacts (job creation, placemaking, expansion of the City's tax base, etc.)
- c. Construction and permanent job creation including number of local resident jobs and wage rates.
- d. Funding leveraged as a result of NIF funding.

- e. MWBE good faith effort and participation rates if applicable.

42. PROJECT MARKETING

(e) Grantee shall include the name of the URA as a funder on all Project signage, brochures, publicity, marketing materials, news articles, and/or advertising referencing the Project.

(f) Grantee hereby grants to the URA a non-exclusive, unrestricted, transferable, sub-licensable, fully-paid up, perpetual right and license to use, distribute and create (including the creation of derivative works) photographs, drawings, video, and any other media related to the Project, whether created by Grantee or the URA.

43. OWNERSHIP OF DATA.

(e) All copyrights and data (including but not limited to, written reports, drawings and studies) developed pursuant to this Agreement are hereby assigned to, and shall be the property of the URA, and the URA shall have full right to use such data for any purposes in whatever manner deemed desirable and appropriate by the URA. The Grantee, for consideration provided herein, receipt of which is hereby acknowledged, hereby assigns to the URA, the entire right, title and interest in and to all copyrights in and for the copyrightable material Grantee drafts and/or prepares in the course of, in connection with, or under the terms of this Agreement. This assignment includes assignment of all of the rights of Grantee under Title 17, Section 106 of the United States Code, including the right to register claims for copyright in such copyrightable material in the name of the URA, the right to reproduce the copyrightable material in copies, the right to prepare derivative works based on the copyrightable material, the right to distribute copies of the copyrightable material to the public by sale or other transfer of ownership, or by rental lease or lending, and the right to authorize others to do any of these acts. In the event this copyrightable material might be considered to be a “work made for hire” as a result of having been specially commissioned for use as a contribution to a collective work, as a supplementary work, or as a compilation, or for any other purpose, it is expressly agreed that this copyrightable material shall be considered to be “a work for hire” as that term is used in Title 17, Section 101 of the United States Code and that the URA is and shall be the owner of all copyrights in such “work for hire” copyrightable material. Grantee shall not include in the data submitted to the URA any copyrighted matter, without the written approval of the URA, unless Grantee provides the URA with written permission of the copyright owner for the URA to use such copyrighted matter in the manner provided in this Agreement.

(f) Grantee and its employees shall promptly furnish the URA a complete record of any and all technological ideas, inventions, and improvements, whether patentable or not, which Grantee or its employees, solely or jointly, conceives, makes, or first discloses in the course of, in connection with, or under the terms of this Agreement. Grantee and its employees agrees to and does hereby

grant and assign to the URA his entire right, title, and interest in and to ideas, inventions, and improvements that occur, or relate to activities that occur, within the scope of this Agreement. Grantee shall immediately give the URA written notice thereof and shall promptly thereafter furnish the URA with complete information thereon. The determination of the URA on all these matters shall be accepted as final. Grantee, unless otherwise authorized in writing by the URA, shall obtain patent assignments to effectuate the provisions of this paragraph from all persons who perform any part of the work under this Agreement. Grantee will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this paragraph applicable to the subcontractor and its employees.

(g) Grantee acknowledges that the URA may assign its rights under this Agreement to the government entity or entities, which provided funding for this Agreement and the laws and regulations of said entity or entities shall govern with respect to the provisions contained herein. Said laws and regulations will be supplied to Grantee upon request.

(h) Grantee agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement without the written consent of the URA.

44. COVENANTS OF GRANTEE

Grantee represents that:

(a) It is a non-profit corporation duly formed, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, has the power to enter into this Agreement, and all other agreements, documents and instruments contemplated hereunder and to perform its obligations hereunder and thereunder, and by all necessary action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement, and all other documents executed and delivered by Grantee in connection with the transactions contemplated hereby, constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms, except as may be limited by bankruptcy, reorganization or other laws affecting creditors' rights generally, and by general principles of equity.

(b) The execution and delivery of this Agreement, the performance by Grantee of its obligations hereunder, and the consummation of the transactions herein contemplated do not, and will not, conflict with, constitute a breach, or result in a violation of its organizational agreements or any agreement or other instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental authority having jurisdiction over Grantee.

(g) To the extent practicable, Grantee shall distribute purchases equal to or less than \$10,000 (Micro-purchases) equitably among qualified suppliers. Micro-

purchases may be paid without soliciting competitive quotations if Grantee considers the price to be reasonable.

(h) Grantee shall obtain price or rate quotations from an adequate number of qualified sources for purchases less than \$250,000 (Small Purchases). Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000.

(i) For every two dollars (\$2) of Proceeds, there are hereby at least one-dollar (\$1) match invested in the project (the "Matching Funds"). Matching funds shall not originate from the URA nor the City of Pittsburgh.

45. PROJECT ACTIVITIES

(c) It is understood and agreed that Grantee and/or its contractors shall be solely responsible for obtaining all necessary applications, permits, and governmental approvals necessary prior to the commencement of any Project activities and shall provide copies of said permits and/or approvals to the URA upon request.

(d) No change orders shall be executed by Grantee without the URA's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Grantee shall provide to the URA a copy of the approved change order after execution.

46. AMERICANS WITH DISABILITIES ACT

During the term of this Agreement, Grantee agrees as follows:

(a) Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 *et seq.*, Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of executing this Agreement, Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth and URA through contracts.

(b) Grantee shall be responsible for, and agree to indemnify and hold harmless the URA from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the URA as a result of Grantee's failure to comply with the provisions of paragraph (a) above.

47. MINORITY AND WOMEN'S PARTICIPATION

If applicable, Grantee shall make a good faith effort to obtain minority and women's participation in the work financed under this Agreement. Grantee further agrees to submit a Minority/Women's Business Enterprise Plan to the URA prior to commencement of the eventual construction of the Project. After approval, such plan may be revised with the URA's prior written consent. During the course of the Project, Borrower shall submit monthly reports to the URA in a format approved by the URA which list the amount of funds expended for minority and women's participation and assesses Borrower's performance in meeting the agreed-upon goals.

48. CERTIFICATION REGARDING LOBBYING.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(e) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(f) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(g) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(h) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

49. DEBARMENT CERTIFICATION.

(a) Grantee certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Grantee will include this certification in all contracts and subcontracts funded

by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(e) Grantee further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Grantee or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Grantee cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(f) Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Grantee shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

(g) The failure of Grantee to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

50. COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

Grantee shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Subsection 3601-3619 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination in Employment Act of 1975 (42 U.S.C. Subsection 6101-6107); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Subsection 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246 and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the HCDA and regulations at 24 CFR Part 135.

51. ENVIRONMENTAL IMPACT

No activity having potential environmental effects shall be undertaken until the URA or the City of Pittsburgh (the "City") has completed an environmental assessment of the Project in accordance with 24 CFR Part 58.

52. ACCESS, MONITORING, AND COMPLIANCE

Any representative of the URA or the City shall have access to the Project at all reasonable times during normal business hours. The URA may monitor Grantee's performance under this Agreement and take legal action, as appropriate, to enforce the terms of this Agreement.

53. INSPECTIONS OF PROJECT

The URA and Grantee agree that any inspections of the Project by the URA are solely for the purpose of evaluation of preserving the URA's rights under this Agreement. Both parties agree

that the URA is not obligated to make inspections of the Project nor is the URA obligated to disclose the results of any inspections it chooses to make. Inspections of the Project for any other purposes are the responsibility of Grantee, and the URA shall not be subject to any liability related to inspections. In no event will any inspections of the Project by the URA be a representation that there has been, or will be compliance with the plans and specifications submitted for the Project, or that the construction is free from defective materials or workmanship.

54. BOOKS AND RECORDS

Grantee agrees to keep and maintain books, accounts, reports, files, records and other documents relating directly to the receipt and disbursement of the Grant under this Agreement for a period of four years following completion of construction of the Project. Any duly authorized agent or representative of the URA, the City, or Comptroller General of the United States shall, at all reasonable times during normal business hours, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of Grantee for three years following the completion of construction or the last disbursement of Grant funds, whichever is later.

55. RELATIONSHIP OF PARTIES

Grantee acknowledges that nothing contained in this Agreement, nor any act of the URA, or the City, shall be deemed or construed by Grantee or by third persons to create any relationship of third-party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture or of any association or relationship involving the City or the URA.

56. CONFLICT OF INTEREST

No person (i) who is an employee, agent, Grantee, officer or elected or appointed official of the unit of general local government in which the Project is located or of any public agency, authority, or neighborhood-based non-profit organization involved in the Project that received a grant and who exercises or has exercised any functions or responsibilities with respect to assisted activities or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves, or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may be granted to this prohibition under the Community Development Block Grant regulations at 24 CFR Subsection 570.611.

57. LIMITATION OF LIABILITY

Grantee acknowledges and agrees that neither the URA nor the City shall be liable to it or to any other party, for completion or failure to complete any activities which are a part of the Project.

58. COMPLIANCE WITH LAWS

(a) Grantee shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions and offices or any other body exercising functions similar to the foregoing insofar as they are applicable to the Project.

(b) If applicable, Grantee, its contractors and subcontractors shall comply with the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 *et seq* or the federal Davis-Bacon Act, 40 U.S.C.A. §§ 3141 *et seq*. The general prevailing minimum wage rates, as determined by the Pennsylvania Secretary of Labor and Industry or Federal Department of Labor, shall be paid for each craft or classification of all workmen needed to perform this Agreement during the term hereof for the locality in which the work is to be performed.

(c) Grantee acknowledges that its performance under this Agreement is subject to the following acts, orders and regulations in addition to any other acts, orders and regulations set forth herein and that this provision is not intended to limit Grantee's compliance with the requirements of subsection (a) above:

- v. National Environmental Policy Act of 1969 and the regulations at 24 C.F.R. Part 58
- vi. Section 104(f) of the Housing and Community Development Act of 1974 regarding environmental protection measures
- vii. Preservation of Historical and Archaeological Data, 16 U.S.C.A. 469
- viii. Protection and Enhancement of the Cultural Environment, Executive Order 11593

59. INDEMNIFICATION AND INSURANCE

(e) Grantee agrees to indemnify, defend, and save harmless the URA and the City, their officers, employees, agents, successors and assigns, from and against all liabilities, claims, costs or expense whatsoever imposed on or incurred by or asserted against them or any of them by any third party as a result of: injury (including death) to persons or damage to property arising in any manner or under any circumstances whatsoever from any work done in or about the Project site or any condition, use or occupancy of the Project, including any appurtenant sidewalks or driveways used in connection with the Project arising from, out of, or in connection with the business activities or conduct of Grantee or any of its agents, servants, contractors or employees; except to the extent caused by the gross negligence and/or willful misconduct of URA, or anyone acting through or on behalf of URA.

(f) Grantee agrees to indemnify, defend and save harmless the URA and the City, their officers, employees, agents, successors and assigns from any and all liabilities, claims, costs or expense whatsoever imposed on or incurred by or asserted against them by any third party

by reason of any failure of Grantee to perform or comply with any of the covenants, agreements, terms or conditions of this Agreement on its part to be performed or complied with.

(g) In the event any action or proceeding is brought against the URA or the City by reason of any such claim, Grantee, upon written notice from the URA or the City shall, at the sole cost and expense of Grantee, defend any such action or proceeding with counsel chosen by the URA or the City, respectively.

(h) Grantee agrees to carry insurance, and shall require its contractors to carry insurance, insuring against bodily injury and property damage and naming the URA and the City as additional insured at liability coverage limits acceptable to the URA.

60. EVENTS OF DEFAULT

The occurrence of any of the following events shall, at the URA's option, constitute an Event of Default hereunder:

(g) Grantee fails to perform any covenant, provision, and/or agreement set forth in this Agreement and such failure continues for a period of 30 days after notice by the URA;

(h) Grantee assigns this Agreement or any of the advances or any interest herein, or if the Project is sold, transferred, conveyed or encumbered in any way, except as contemplated herein, or there is any change in the beneficial ownership of Grantee without the prior written consent of the URA;

(i) Any material adverse change in the financial condition of Grantee;

(j) Grantee does not complete the Project in substantial accordance with Exhibit A, except for such changes as may be approved in writing by the URA;

(k) Grantee does not permit the URA or its representatives to enter upon the Project and make inspections at all reasonable times after reasonable notice as set forth herein; and/or

(l) Any statement, certificate, report, information, representation, or warranty made by Grantee proves false, erroneous, or misleading in any material respect.

61. PERIOD TO CURE EVENTS OF DEFAULT

Upon the occurrence of an Event of Default, the URA shall notify Grantee in writing of the Event of Default and Grantee shall have thirty (30) days in which to cure the Event of Default, or if the Event of Default cannot be cured within such period, Grantee shall commence such cure and shall have a commercially reasonable time to complete the cure so long as it pursues such cure diligently.

62. REMEDIES

(c) If one or more of the foregoing Events of Default occur, following the expiration of any applicable cure period, the URA may declare Grantee to be in default hereunder and the URA may exercise one or more of the following remedies:

iv. The URA may terminate this Agreement; and/or

v. The URA, at its option, may withhold further disbursements hereunder, and/or direct Grantee to repay on demand the Grant, or any portion thereof, as determined by the URA in its sole discretion, plus the URA's costs, fees, attorneys' fees, any penalty or interest which shall be determined, assessed or imposed on the URA and/or Grantee; and/or

vi. Exercise all rights and remedies available to the URA at law or equity, including, but not limited to, institution of legal proceedings or other proceedings in the name of Grantee or the URA as the URA may deem appropriate.

(d) The rights and remedies exercisable hereunder may be exercised cumulatively and successively and no delay or failure of the URA in the exercise of any right or remedy hereunder shall affect any such right or remedy, nor shall any single or partial exercise thereof preclude any further exercise thereof, and no action taken or omitted by the URA shall be deemed to be a waiver of any such right or remedy.

63. WAIVER OF NOTICE

Grantee hereby expressly waives any requirement for presentment, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for herein.

64. APPROVALS AND NOTICES

Any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) two (2) business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to the URA and to Grantee at the following addresses:

To the URA: The Urban Redevelopment Authority of Pittsburgh
412 Boulevard of Allies
Pittsburgh, PA 15219
Attention: Executive Director

To Grantee:

65. SURVIVAL OF REPRESENTATION, WARRANTIES, AND OBLIGATIONS

All representations and warranties contained herein shall survive the execution and delivery of this Agreement. All obligations of Grantee under this Agreement that have not been fully performed, paid and satisfied at the time of closing of the Loan shall survive said closing.

66. SUCCESSORS BOUND

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns (except that Grantee shall have no right to assign, voluntarily or by operation of law, any of Grantee's rights hereunder without the URA's prior written consent, and provided further that nothing herein is intended by any party hereto to confer any rights upon any third party as a beneficiary hereof).

67. ASSIGNMENT

This Agreement shall not be assigned by Grantee except upon written agreement of the URA.

68. SEVERABILITY

If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in full force and effect.

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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

70. CONSENT TO JURISDICTION

Grantee hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Grantee irrevocably agrees to service of process by personal service upon Grantee wherever Grantee may be then located, or by certified mail or registered mail, return receipt requested, directed to Grantee at its address stated herein.

71. CONSTRUCTION AND AMENDMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. This Agreement may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. Notwithstanding the foregoing, This Agreement has been negotiated jointly by and between the Parties. The principle

of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement. The headings used herein are for convenience only and do not constitute a substantive part of this Agreement.

72. NONDISCRIMINATION

Grantee agrees to abide by and use diligent efforts to require all contractors and subcontractors to fully abide by all applicable laws and regulations regarding nondiscrimination on the basis of age, race, color, religious creed, ancestry, national origin, sex or disability.

73. NO WAIVER

No delay or failure of the URA in exercising any right, power, or privilege, nor any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege, shall preclude any further exercise thereof. Any waiver, permit, consent or approval of any kind or character on the part of the URA of any breach or default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

74. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

WITNESS/ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:

Assistant Secretary

By _____
Name:
Title:

APPROVED AS TO LEGAL FORM:

Attorney, Urban Redevelopment Authority
of Pittsburgh

WITNESS: _____:

By: _____

By: _____
Name: _____
Title: _____