

SPECIFIC AWARD CONDITIONS
 U.S. DEPARTMENT OF COMMERCE (DOC)
 Economic Development Administration (EDA) (“Government”)

CONSTRUCTION PROJECTS: Public Works and Economic Adjustment Assistance under Sections 201 and 209 of the Public Works and Economic Development Act (PWEDA) as amended, 42 U.S.C. §§ 3141 and 3149

Project Title: Grand Rapids – Cohasset Industrial Park Infrastructure	
Recipients: 1. City of Grand Rapids 2. City of Cohasset 3. Itasca County 4. Itasca Economic Development Corporation	
Award Number: 06-01-06338	URI: 116311

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this Project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this Award is as follows:

The City of Grand Rapids, MN project consists of extending water and sanitary sewer infrastructure to serve the industrial parcels south of County Road 63 and east of County Road 76. The improvements will serve an approximate 60-acre Itasca Economic Development Corporation owned industrial Park. The water improvements connect to the existing distribution system on the north side of Trunk Highway 2, follow County Road 63, runs through the Industrial Park, follow County Road 76 and connects back into the existing distribution system. The water alignment creates a loop for circulation that leads to better water quality and increased volume with the two connections. The water main components include 11,540 LF of 12-inch water main and 400 LF of 8-inch water main. The sanitary sewer improvements connect to the existing collection system south of the BNSF railroad tracks. A wet well pumping station is proposed on the south side of the Mississippi River with a directionally drilled force main running under the Mississippi River. The alignment for gravity sanitary sewer follows County Road 63 and runs into the Industrial Park. The sanitary sewer components include 5,770 LF of gravity sanitary main, 1,030 LF of 6-inch sanitary sewer force main and 2 lift stations, repair pavement as required due to pipe installations. All dimensions are approximate, and all related appurtenances are included.

2. RECIPIENT INFORMATION:

Dale Christy Mayor Phone: 218-259-4668 Email: dchristy@ci.grand-rapids.mn.us	City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744-2664
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Max Peters Director of City Operations Phone: 218-328-6225 ext. 25 Email: maxp@cohasset-mn.com	City of Cohasset 305 NW 1st Avenue Cohasset, MN 55721-9698
Brett Skyles County Administrator Phone: 218-327-7363 Email: brett.skyles@co.itasca.mn.us	Itasca County 123 NE 4th Street Grand Rapids, MN 55744-2659
Tamara Lowney President Phone: 218-242-0572 Email: tlowney@itascaadv.org	Itasca Economic Development Corporation 12 NW 3rd Street Grand Rapids, MN 55744-2711

3. EDA INFORMATION:

EDA Project Team	Roles and Responsibilities
Susan M. Brehm Regional Director Phone: 312-789-9749 Email: sbrehm@eda.gov	<u>Grants Officer</u> : Authorized to award, amend, suspend, and terminate financial assistance awards.
Dennis Foldenauer Area Director Phone: 312-789-9754 Email: dfoldenauer1@eda.gov	<u>Program Officer</u> : Oversees the programmatic aspects of this Award.
Jerry Figliulo Construction Project Manager Phone: 708-490-8431 Email: gfigliulo@eda.gov	<u>Project Officer/Construction Project Manager</u> : Responsible for day-to-day administration of this Award; liaises with Recipient and receives all reports and payment requests.

4. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are included with and considered part of the Award's terms and conditions:

- A. Recipient’s final completed application (this item not enclosed in the Award package)
- B. EDA Standard Terms and Conditions for Construction Projects
- C. Any other plans, schedules, or documents included in the original application, including subsequently submitted documentation, attached hereto, not already captured in other documents (if applicable, named in Attachment 1)

Should there be a conflict between the Specific Award Conditions (this document) and the application, the Specific Award Conditions, including any attachments, shall control.

5. PROJECT DEVELOPMENT TIME SCHEDULE: Recipient agrees to the following project development time schedule:

Item	Due Date
Return of executed Financial Assistance Award	30 days from <i>Date of Award</i>
Start of Construction	18 months from <i>Date of Award</i>
Construction Completed	48 months from <i>Date of Award</i>
Authorized Award End Date	52 months from <i>Date of Award</i>

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA’s taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 – 200.343.

6. CONSTRUCTION COMPLETION: In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date the Form CD-450 is signed by the Grants Officer. If construction is not completed by this date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, this Award may be terminated. Extensions beyond the five-year project period are exceedingly rare and can be authorized only by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 7 above.

7. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS:

- A. *Award Disbursements*: **Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The “Request for Reimbursement” (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the Form SF-3881 (or any successor form) “ACH Vendor/Miscellaneous Payment Enrollment

Form” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (FAX is required to secure confidentiality of sensitive information.) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

- B. *Project Progress Reports*: The Recipient shall submit project progress reports to the Construction Project Manager on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Construction Project Manager and discussed during the project kick-off meeting. Reports are due no later than 30 days following the end of the quarterly period. The final report is due no later than 120 days after the Authorized Award End Date.
- C. *Financial Reports*: The Recipient shall submit a “Federal Financial Report” (Form SF-425) on a semi-annual basis for the periods ending **March 31, and September 30**, or any portion thereof, for the entire Award period. Reports are due no later than 30 days following the end of the semi-annual period. The final report is due no later than 120 days after the Authorized Award End Date.

8. ALLOWABLE COSTS AND AUTHORIZED BUDGET: Total allowable costs will be determined at the conclusion of the Award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after final financial documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the Award (*see* 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the Project. The Federal share in the allowable costs shall be based on the Investment Rate (*see* 2 C.F.R. § 200.41). In the event of an underrun in total allowable costs for this Project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or previously executed Form CD-451. The Federal share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any, absent a determination by the Assistant Secretary.

A. Under the terms of the Award, the total approved Authorized Budget is:

Federal Share (EDA)	\$1,900,600
Non-Federal Matching Share	\$1,900,600
Total Project Cost	\$3,801,200

B. Under the terms of the Award, the total approved Line Item Budget is:

COST CLASSIFICATION	
Administrative and legal expenses	\$35,000
Land, structures, rights-of-way, etc.	

Relocation expenses and payments	
Architectural and engineering fees	\$232,000
Other architectural and engineering fees	\$20,800
Project inspection fees	\$277,200
Site work	
Demolition and removal	
Construction	\$3,082,100
Equipment	
Miscellaneous	
Contingencies	\$154,100
Total Project Costs	\$3,801,200

9. MATCHING SHARE: The Recipient agrees to provide the Recipient’s Non-Federal Matching Share contribution for eligible Project expenses in proportion to the Federal share requested for such Project expenses (*see* 13 C.F.R. § 300.3). The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient’s Matching Share of the Project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the Project. The Recipient further acknowledges that, prior to EDA authorizing the construction contract award, the Recipient will provide evidence satisfactory to the Government that all Matching Share funds necessary to complete the Project are available and unencumbered.

10. REFUND CHECKS, INTEREST, OR UNUSED FUNDS: Treasury has given EDA two options for having payments deposited to EDA’s account:

- A. The first option is the pay.gov website. This option allows the payee to pay EDA electronically. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- B. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Construction Project Manager. This option allows the payee to send a check to NOAA’s Accounting Office, which processes EDA’s accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks into an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA’s account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting

funds to EDA via check. If the Recipient is remitting funds to EDA via check, it should make note of the following:

1. If a check is sent to EDA, it will be converted into an electronic funds transfer (EFT) by copying the check and using the account information to electronically debit the account for the amount of the check. The debit will usually occur within 24 hours and will appear on any regular account statement.
2. EDA will not return an original check; the original will be destroyed and a copy will be maintained by EDA. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

Regardless of the method used, the Recipient shall contact the Project Officer prior to processing any payments as described in this Specific Award Condition.

11. USEFUL LIFE: The useful life of this project is hereby determined to be 20 years from the date of construction completion.

12. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4

The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: **6.9%**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

The goal for the participation of minorities in the trade area shall be as follows until further notice: **1.2%**

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient shall include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6

13. PROCUREMENT: The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements at 2 C.F.R §§ 200.317 through

200.327 and EDA regulations contained in 13 CFR Chapter III, especially 13 CFR part 305 and 13 CFR § 302.17 (“Conflicts of Interest”).

- 14. ARCHITECT/ENGINEER AGREEMENT:** Prior to advertisement for construction bids, the Recipient must submit to the Government, an Architect/Engineer Agreement that meets the requirements in EDA’s Standard Terms and Conditions for Construction Projects, as well as the competitive procurement standards at 2 C.F.R §§ 200.317 through 200.327. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
- 15. EVIDENCE OF GOOD TITLE:** In accordance with Section H of EDA’s Standard Terms and Conditions for Construction Projects, prior to advertising for construction bids, the Recipient shall provide an opinion of counsel, satisfactory to the Government, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way and easements necessary for the completion of the project, or of a long-term leasehold interest in accordance with 13 C.F.R. Part 314.
- 16. NONRELOCATION:** In signing this Award, the Recipient attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one region to another region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). If EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the Award by agreement or unilaterally for noncompliance; disallowance of any costs attributable, directly or indirectly, to the relocation; and the recovery of the Federal share.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the Project. EDA considers an employer to be a “primary beneficiary” if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 17. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leveraged three, six, and nine years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit the required reports can adversely impact the Recipient’s likelihood of securing future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA

staff will notify the Recipient in writing within a reasonable period prior to the deadline for submission of the reports with information on how this data should be submitted. The Recipient should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA during audits or performance site visits.

18. REAFFIRMATION OF APPLICATION: Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- A. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- B. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- C. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of initial application.

19. EDA PROJECT SIGN: The Recipient must erect and maintain in good condition and repair a sign or signs in accordance with current EDA specifications. Prior to on-site construction, a reproducible photograph of the sign must be submitted to EDA along with evidence that the sign is located at the project site.

20. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:

- A. General Reporting Requirement. If the total value of the Recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Award, then the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b of this condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated

integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which a Recipient Must Report. The Recipient must submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - a. A criminal proceeding that resulted in a conviction, as defined in paragraph e of this award term and condition;
 - b. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c. An administrative proceeding, as defined in paragraph e of this condition, that resulted in a finding of fault and liability and the Recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - d. Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph B.3.a, b, or c of this condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Recipient's part; and
 - iii. The requirement in this condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

D. Reporting Procedures. The Recipient must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this condition. The Recipient does not need to submit the information a second time under assistance awards if it already provided the information through SAM because it was required to do so under Federal procurement contracts that the Recipient was awarded.

E. Reporting Frequency. During any period of time when the Recipient is subject to the requirement in paragraph a of this condition, it must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding that it has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about criminal, civil, and administrative proceedings.

F. Definitions. For purposes of this condition:

1. “Administrative proceeding” means a nonjudicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. “Conviction,” for purposes of this condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes
 - a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS: This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450 to which these Specific Award Conditions are attached. EDA requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-450 has agreed to be designated as lead recipient. The co-Recipients acknowledge, agree with and consent to this designation. The co-Recipients agree that all funds available pursuant to this Award will be disbursed by EDA to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from EDA to the co-Recipients in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient to the co-Recipients will be made in accordance with all applicable Federal requirements as identified and set forth on the Financial Assistance Award Form CD-450. The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to EDA pursuant to this Award.

22. RECORDED COVENANT: To better memorialize and protect the federal share in real property acquired or improved, in whole or in part, with the funds made available under this Award, the Recipient shall and hereby agrees that prior to advertising for construction bids, it shall execute (or cause to be executed) and cause to be recorded a covenant of use and purpose on project property served by the EDA Investment Assistance.

For purposes of this condition, the project property is defined as the following properties:

- Itasca Economic Development Corporation – 57.9 Acres

The covenant(s) will be duly recorded with the appropriate office where covenants that run with the land are recorded for the jurisdiction where the real property is situated. The covenant(s) shall be in a form and substance satisfactory to EDA. Upon request by EDA, Recipient shall furnish an opinion by counsel for the Recipient that each covenant is a valid and enforceable agreement according to its terms and has been duly recorded in the appropriate office where covenants that run with the land are recorded for that applicable jurisdiction.

The Recipient further agrees that:

- A. Except as provided in 13 C.F.R. § 314.3(b), (c) or (d), whenever, during the expected useful life of the project, any property acquired or improved in whole or in part with grant assistance is disposed of, or no longer used for the authorized purpose of the project, the Government must be compensated by the Recipient for the Federal share of the value of the property, provided that for equipment and supplies, the standards of the Uniform Administrative Requirements for Grants at 2 C.F.R. § 200 or any supplements or successors thereto, as applicable, shall apply.
- B. If property is disposed of or encumbered without EDA approval, EDA may assert its interest in the property to recover the federal share of the value of the property for the Government. EDA may pursue its rights under both paragraphs (A) and (B) of this section to recover the federal share, plus costs and interest.
- C. The federal share of the value of the property is that percentage of the current fair market value of the property attributed to the EDA participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, incurred to put the property into condition for sale). The federal share excludes that value of the property attributable to acquisition or improvements before or after EDA's participation in the project and not included in project costs.
- D. The covenant or other statement of EDA's interest must remain in effect throughout the useful life of the Project which is determined to be 20 years.

23. MASTER SALES AGREEMENT: Prior to the disbursement of EDA funds, the Recipient shall submit for EDA review and approval a master sales agreement that meets the requirements of EDA's Property Management Standards at 13 C.F.R. § 314, including but not limited to the following provisions:

Compliance with EDA Restrictive Covenants

Seller and Buyer acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

- A. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in

violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

- B. Buyer agrees to provide Seller and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
- C. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

24. INDUSTRIAL ZONING DESIGNATION: To better memorialize and protect the Federal Interest in real property served by funds made available under this Award, during the useful life of the EDA-funded improvements, the Recipient shall immediately notify EDA if it (1) changes the zoning of the approximately 131-acre industrial park site currently designated as “Shoreland Industrial Park District (SI2)” under restrictions set forth in Section 30-481 of the Grand Rapids Code, and/or (2) allows uses of such property served by the EDA investment which are inconsistent with the purposes of the Award. Upon notification, EDA reserves the right to require repayment of that portion of the federal share of the Award allocable to such changed zoning and proposed use.

25. U.S. ARMY CORPS OF ENGINEERS: Prior to awarding the construction contract, the Recipient shall provide evidence satisfactory to the Government that it has obtained a Department of Army permit from the U.S. Army Corps of Engineers or that one is not necessary. The Recipient shall comply with any conditions of said permit.

26. MIGRATORY BIRDS: Prior to advertising for bids for the construction contract, the Recipient shall provide evidence satisfactory to the Government that it will comply with the following recommendations of the U.S. Fish and Wildlife Service:

- A. Maintain a buffer of at least 660 feet (200 meters) between all your activities and the nest (including active and inactive nests) unless a similar activity is closer than 660 feet, then you may maintain a distance buffer as close to the nest as the existing tolerated activity.
- B. Restrict all clearing, external construction, and landscaping activities within 660 feet of the nest to outside the nesting season (i.e., outside the nesting season is from August through mid-January in the Midwest).
- C. Maintain any established landscape buffers.