

**This document represents the true and correct version of the Official Specific Award
Conditions for this EDA Grant Award.**

**SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)**

Construction Projects: Public Works and Economic Adjustment Assistance Programs
under Sections 201 and 209 of the Public Works and Economic Development Act, as amended,
42 U.S.C. §§ 3141 and 3149

Project Title:

Hendersonville Wastewater Treatment Plant Expansion

Recipient Name:

City of Hendersonville

Project Number:

ED26ATL0G0282

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 must be consistent with the *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 Amendment.

The project is located in City of Hendersonville, North Carolina. This investment support wastewater treatment plant expansion to serve the City of Hendersonville and regional manufactures and businesses. The proposed project will increase the City of Hendersonville's wastewater treatment plant capacity to 6.0 MGD from its current capacity of 4.8 MGD. Specifically, the proposed project includes aeration basin improvements, blower building improvements, secondary clarifier improvements and Tertiary Filter No. 2 Replacement.

1. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Lee H. Mertins
Acting Regional Director

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

2. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Stacey Mills
Supervisory Program Manager
Email: smills@eda.gov

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

3. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

TaSheena Spearman
Email: tspearman@eda.gov

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

4. **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. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.
5. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).
6. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use one of the following two methods: i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments. ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address: NOAA OCFO Attn: Finance Office, Travel Dept. 1315 East West Highway, SSMC3 Silver Spring, MD 20910 When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. 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.

7. **WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient. Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to: false claims for materials and labor, bribes related to the acquisition of materials and labor, product substitution, mismarking or mislabeling on products and materials, and time and materials overcharging. Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.
8. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS:** Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.
9. **PROJECT CONTACT INFORMATION:** Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.
10. **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. Prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.
11. **SCOPE OF WORK:** 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 (Attachment 1). All work on this project must be consistent

with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

12. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient must comply with those regulations and must require compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 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 percent. 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. 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 must 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 will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.
14. **NONRELOCATION:** By accepting 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). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award, and disallowance of any costs attributable, directly or indirectly, to the relocation. 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 the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and the applicant specifically names the employer in its application for EDA assistance. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.
15. **FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA

must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

16. **USE OF EDA LOGO:** Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: • Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); • Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials); and • Signage for construction projects funded under this Award and materials that promote the purpose or use of the construction project (e.g. fliers, pamphlets, brochures). Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below). A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the “License”). Recipient agrees that: (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: “The EDA logo is a trademark of the Economic Development Administration, used with permission.” This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo. B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use. C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient’s goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License. D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient’s use of the EDA logo is inconsistent with the License. E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient

further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name. F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities. G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction. H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof. I. Obtaining the EDA Logo: For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

17. **EXECUTIVE ORDER 14173: ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY:** This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*. By accepting this U.S. Department of Commerce financial assistance award, the recipient: (1) agrees that compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.
18. **PERFORMANCE DATA COLLECTION:** 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.

For construction awards, at this time, Recipients must report actual job creation/retention and private investment leverage at three, six, and nine years after an EDA investment. For

non-construction awards, EDA anticipates that Recipients must report on specific measures of performance throughout the period of performance and outcomes annually for up to five years after an EDA investment. The Recipient must retain sufficient documentation so that it can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA. EDA reserves the right to change the content, frequency and duration of required reports. EDA will provide adequate advance notice of any changes to the required reports so that the Recipient can collect the necessary data. 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 contact the Recipient in writing within a reasonable period before the deadline for submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate records are kept to support the methodology for computing initial and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

19. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference in the Notice of Award, the following additional documents are incorporated by reference into this Award: i. EDA Standard Terms and Conditions for Construction Projects (March 22, 2021) ii. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation iii. Authorized Scope of Work (Attachment 1) Should there be a discrepancy among these documents, the Specific Award Conditions, including any attachments, shall control.
20. **EVIDENCE OF GOOD TITLE:** Prior to advertising for construction bids, the Recipient must provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, state or local government land use permits, long-term lease interests, or other items necessary for the completion of the project in accordance with 13 C.F.R. part 314.
21. **FINANCIAL REPORTS:** Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>. Reports are due no later than 30 calendar days following the end of the reporting period.
22. **REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by

which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that: i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award; ii. 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 ii. 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 and through the System for Award Management (SAM.gov). The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term “Application” includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

23. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.
24. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date of Award. If construction is not completed by that date and the Grants Officer determines that construction will not be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule.
25. **FINAL FINANCIAL REPORT:** A final Form SF-425 must be submitted no more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the project officer. Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

26. **PROJECT PROGRESS REPORTS:** The Recipient must submit project progress reports to the Project Officer on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.
27. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule: Return of executed Notice of Award 30 calendar days after receipt of Notice of Award/Amendment Start of Construction 24 Months from the Date of Award Construction Completed 48 Months from the Date of Award Authorized Award End Date 48 Months from the Date of Award Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, must be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the Project Officer. The Recipient must diligently pursue the development of the project so as to ensure completion within this time schedule and must promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed 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 taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339–200.343, as applicable.
28. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of award.
29. **REAL PROPERTY REPORTING:** Consistent with 2 CFR § 200.330 (“Reporting on real property”), the Recipient must submit reports on the status of real property in which the Federal Government retains an interest. The Recipient must report using Form SF-429 “Real Property Status Report,” or any successor form, and at a frequency as determined by the Federal agency. EDA’s interest in the Project Property extends for 20 years, and EDA therefore requires that the Recipient submit the SF-429 form at 3, 6, 9, 14, 19, and 20 years after an EDA investment. At its sole discretion, EDA reserves the right to require more or less frequent real property reporting for the duration of the useful life of real property in which it retains an interest under this project.
30. **RECORDED MORTGAGE OR COVENANT:** To better memorialize and protect the Federal Interest in real property improved, in whole or in part, with the funds made available under this Award, Recipient shall, prior to the initial disbursement of funds by EDA, execute and cause to be recorded a first priority mortgage lien or Covenant of Purpose, Use, and Ownership in favor of EDA. The choice of a mortgage or covenant will be in the discretion of EDA, and the document shall be satisfactory to EDA in form and substance. Upon request by EDA, Recipient shall furnish an opinion of counsel for the Recipient that the mortgage or covenant is a valid and enforceable agreement according to its terms and that it has been duly recorded in the appropriate office where mortgages are recorded for the 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, encumbered, or no longer used for the authorized purpose of the project, the Government must be compensated by Recipient for the Federal Share of the value of the property. (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 attributable to EDA's participation in the project after deducting actual and reasonable fix-up and marketing expenses, as more fully defined at 13 C.F.R. § 314.5. 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. In extraordinary circumstances and at EDA's sole discretion, where EDA is unable to determine the current fair market value, EDA may use other methods of determining the value of Project Property, including the amount of the award of Investment Assistance or the amount paid by a transferee. (d) The mortgage or covenant must remain in effect throughout the Useful Life of the Project.

31. **PLANS AND SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed on the project plans and specifications: "If unmarked human skeletal remains are encountered during construction, the provisions of North Carolina General Statute Chapter 70, Article 3 apply. Construction activities should immediately cease, and the county medical examiner, NC SHPO, and EDA should be contacted."
32. **ARCHITECT/ENGINEER QUALIFICATIONS:** The Recipient, prior to bid document approval, shall provide evidence that the selected Architect-Engineer (A/E) has the qualifications to accomplish the design and inspection for the proposed Scope-of-Work. The Recipient shall provide copies of the A/E selection criteria and qualifications of the A/E to perform the necessary design and inspection tasks.
33. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any grant disbursement, must submit to the Government for approval a Project Administration Service Agreement for project administration services charged against the grant award.
34. **TRIBAL HISTORIC PRESERVATION OFFICER (THPO):** Prior to advertisement for construction bids and prior to any disbursement of funds, EDA's government-to-government consultation with tribes must be completed. Recipient agrees to take no destructive actions until EDA's consultation is complete. Such action includes but is not limited to any action that restricts the subsequent consideration of alternatives to avoid, minimize, or mitigate the project's potential effects on historic properties. Recipient agrees to comply with any and all conditions resulting from completion of the consultation. If the recipient cannot comply with requirements resulting from completion of consultation, Recipient agrees, at the discretion of the Government, to terminate this Award for convenience. Additionally, Recipient agrees to address, to the satisfaction of

the Government, substantive comments brought forth from tribes and other participants in the Section 106 consultation.

35. **PLANS AND SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed on the project plans and specifications: “If archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply and the North Carolina Department of Natural and Cultural Resources and EDA shall be contacted immediately. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials.”