

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

CONSTRUCTION PROJECT

Economic Adjustment Assistance Program
Disaster Supplemental Appropriation
under 42 U.S.C. §§ 3149 and 3233, Sections 209 and 703 of the Public Works and Economic
Development Act of 1965 (Public Law 89-136), as amended by the Economic Development
Reauthorization Act of 2004 (Public Law 108-373)

Public Works and Economic Adjustment Assistance Programs

The terms “Specific Award Conditions” and “Special Award Conditions” shall have the same meaning for purposes of this document, EDA Standard Terms and Conditions for Construction Projects, and any other document that makes reference to these terms in the Award.

Project Title: Stevenson Wastewater Collection System Capacity Upgrade Project	
Recipient Name: City of Stevenson	Project Number: 07 79 07550

- AUTHORIZED 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*. 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 Form CD-451.

The *Authorized Scope of Work* for this project includes:

The Recipient will implement the improvement of wastewater collection system infrastructure providing service to industrial customers.

Finishes

Scope of project to improve/upgrade sewer system components; including (4) pump station sites and their associated mechanical components, control systems, standby power systems and facilities. Pump station locations include Rock Creek, Fairgrounds, Kanaka, and Cascade Ave. Replace 18-inch diameter, 700 foot gravity sewer pipe labeled Cascade Interceptor and its three associated manholes. Scope also includes flood protection components at WWTP; including new controls system, stop-log gates, raise pump station elevation, new check/gate valves, portable pumps, new generator, new lab building, and new aeration building.

Note: The specified quantities are approximate and are not explicitly meant to bound the extent of construction activities.

2. The Recipient Contact's name, title, address, and telephone number are:

Leana Kinley City Administrator Phone: (509) 427-5970 Email: leana@ci.stevenson.wa.us	City of Stevenson City Administrator's Office 7121 East Loop Road Stevenson, Washington 98648
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Regional Director Phone: (206) 220-7660 FAX: (206) 220-7657	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Kerstin Millius Area Director Phone: (206) 220-7700 FAX: (206) 220-7669 Email: KMillius@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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5. 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:

Christopher Lobosco, P.E. Civil Engineer Phone: (206) 220-7675 FAX: (206) 220-7669 Email: CLobosco@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
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6. **CONTACT CHANGES:** Changes to the contact information above may be made in writing by the EDA Project Officer without the submission of a Form CD-451, *Amendment of Financial Assistance Award*.

7. **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 hereby incorporated by reference into this Award:

- The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.

8. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

<u>Item</u>	<u>Submission Deadline</u>
Return of Executed Financial Assistance Award	30 calendar days after receipt of Form CD-450
Start of Construction	18 Months from Date of Award
Completion of Construction	42 Months from Date of Award
Authorized Award End Date	60 Months from Date of Award
Submission of Final Financial Report on Standard Form 425	No later than 90 calendar days after Award End Date

Project Closeout - All project closeout documents, including the Final Financial Report (Standard Form 425 (SF-425) or any successor form) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall 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. §§ 200.338–200.342, as applicable.

9. **PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

- A. **AWARD DISBURSEMENTS:** 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 “*Outlay Report and Request for Reimbursement*” (Standard Form 271 (SF-271) or any successor form) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the attached 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. REPORTS:

- a. *Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a **quarterly basis** for the periods ending **December 31, March 31, June 30, and September 30**, 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 the 15th day of the month following the end of the quarterly period.
- b. *Financial Reports:* The Recipient shall submit a “*Federal Financial Report*” (Standard Form 425 (SF-425)) or any successor form) on a **semi-annual** basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. SF-425 and instructions for completing this form are available at:
<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Reports are due no later than 30 days following the end of the **semi-annual** period.

A Final Financial Report on Standard Form 425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). 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 SF-425, so it is imperative that it be submitted in a timely and accurate manner.

- 10. 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 *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Specific Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). 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. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Funds)	\$4,054,400
Non-Federal Matching Share	<u>\$1,013,600</u>
Total Project Cost	\$5,068,000

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$419,000	\$419,000
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$524,000	\$524,000
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$0	\$0
Site work	\$231,000	\$0
Demolition and removal	\$0	\$0
Construction	\$2,007,000	\$2,238,000
Equipment	\$1,244,000	\$1,244,000
Contingencies	<u>\$643,000</u>	<u>\$643,000</u>
Total Project Cost	\$5,068,000	\$5,068,000

11. 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). 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. Outside sources of matching share that are sourced from non-EDA federal grant funds and similar forms of federal financial assistance are impermissible and the use of any such federal funds for matching share shall be considered a breach of the Award.

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

- i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee 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 include on their face the name of the DOC agency funding the Award, the award number, and a description of no more than two words identifying the reason for the check. A copy of the check should be provided to

the EDA Project Officer. 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 - Accounting Operations Division
Attn: EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file 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 you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (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 you a one-time fee of \$25.00, which will be collected by EFT.

- 13. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years of the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by that date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to 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 set out above.
- 14. USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from date of the start of construction.
- 15. 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 shall comply with those regulations and shall obtain 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 FR 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.

16. **ARCHITECT/ENGINEER AGREEMENT.** Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government for approval, an Architect/Engineer Agreement that meets the requirements in the EDA’s “Summary of EDA Construction Standards,” as well as the competitive procurement standards of 2 C.F.R. Part 200 and EDA Regulations at 13 C.F.R. Chapter III. 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.
17. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. §§ 200.317-200.326 and the EDA regulations contained in 13 C.F.R. Chapter III, especially 13 C.F.R. Part 305 and 13 C.F.R. section 302.17 (“Conflicts of Interest”).
18. **BUY AMERICAN PREFERENCE:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*,” the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.
19. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall 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 permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 C.F.R. part 314.

- 20. NONRELOCATION:** By accepting this Award of financial assistance, 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 for convenience or cause, 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 specifically names the employer in its application to EDA. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 21. PROJECT INSPECTION AGREEMENT:** Prior to the initial disbursement of funds by EDA, the Recipient must submit to EDA for approval, a Project Inspection Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement standards of 2 C.F.R. Part 200 and EDA Regulations in 13 C.F.R. Chapter III. The fee for basic Project Inspection 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-percentage-of-cost or a cost using a multiplier.
- 22. SECURITY AGREEMENT - EQUIPMENT:** In order to better memorialize and protect the Federal Share in property acquired with Award funds, Recipient will and hereby does agree to execute a Security Agreement, in form and substance satisfactory to EDA, granting EDA a security interest in all property acquired or to be acquired using Award funds, and will file or cause to be filed any and all financing statements or lien notices required in accordance with applicable laws of the appropriate jurisdiction to perfect said security interest, and will file all continuation statements or other modifications to maintain uninterrupted the priority of EDA's security interest. After filing the UCC-1 form(s) or equivalent form(s), the Recipient must provide a statement from their attorney opining that EDA has a perfected security interest and first priority lien in the equipment. The Recipient further agrees that it will not, without the prior written approval of EDA, sell, trade or convey any interest whatsoever in such property subject to the EDA security interest; provided, however, that should EDA approve of the disposal of any property for purposes of acquiring a replacement, Recipient will execute such documentation and file such notices as will ensure that EDA's security interest attaches to and is perfected in the replacement property with the same priority and extent as it had in the original property it replaced.

- 23. RECORDED STATEMENT OF FEDERAL SHARE:** Prior to the initial disbursement, 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 agrees that it shall execute and cause to be recorded a first priority unsubordinated mortgage lien in favor of EDA or, when permitted by EDA due to a Recipient's legal restriction against recording a mortgage (or deed of trust), a covenant declaring EDA's interest in said real property. EDA shall advise whether the Mortgage or Covenant will be used. The Mortgage or Covenant will be duly recorded with the appropriate office where mortgages are recorded for the jurisdiction where the real property is situated. The Mortgage or Covenant 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 the Mortgage or Covenant is a valid and enforceable agreement according to its terms, and has been duly recorded in the appropriate office where mortgages are recorded for that applicable jurisdiction. EDA may waive this requirement in writing where, in the sole judgment of EDA, the EDA investment forms only a small part of a larger project.

The Recipient further agrees that:

- a) Except as provided in 13 C.F.R. 314.3, 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 in 2 C.F.R. Part 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 lien, 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.
- 24. ARCHEOLOGICAL AND HISTORICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer and EDA and follow the SHPO's instruction for the preservation of resources. In areas where excavation will exceed the depth of fill materials, an archaeological monitor is required to be on site during the excavation. An inadvertent discovery plan is to be prepared and construction crews are required to be trained/briefed on the contents and importance of the inadvertent discovery plan.

25. **WETLANDS:** A wetland delineation shall be prepared for the wetland adjacent to the Cascade Avenue Pump Station. If the project would impact this wetland, a Critical Areas Permit and all appropriate approvals from the U.S. Army Corps of Engineers and the Department of Ecology shall be applied for and obtained. The Recipient would prepare a wetland mitigation plan for all wetland and wetland buffer impacts consistent with State and local Shoreline Management Act and Critical Areas Code.
26. **HAZARDOUS OR TOXIC SUBSTANCES:** If visual or olfactory evidence of potential soil contamination from current or historical practices is encountered during construction, work will stop immediately upon discovery and the appropriate Ecology regional office will be notified.
27. **LAND USE AND ZONING:** All work shall take place within “urban areas” as defined in Columbia River Gorge National Scenic Area Act, 16 U.S.C. § 544 Sec. 2(s).
28. **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 leverage at three (3), six (6), and nine (9) years after an EDA investment. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure 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 contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates 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.

29. **REAL PROPERTY REPORTING:** Consistent with 2 C.F.R. § 200.329 (“Reporting on real property”), the Recipient must submit reports (using Standard Form 429 (SF-429), *Real Property Status Report* or any successor form). The initial SF-429 form must be returned to the EDA Project Officer no later than December 31 of the year of the initial disbursement of Federal funds. Because EDA’s interest in this real property extends at least 15 years, successive reports will be required by December 31 every **two** years thereafter during the established useful life of the property, rather than on an annual basis. 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. FREEDOM OF INFORMATION ACT COMPLIANCE: EDA is responsible for meeting Freedom of Information Act (FOIA), Title 5 of the United States Code, Section 522 (5 U.S.C. §522) (Public Law 89-554), requirements regarding its records. The regulations governing the U.S. Department of Commerce under 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 may be released in response to a written request for federal records that cites FOIA. Applicants should be aware that EDA may make certain application information publicly available. Accordingly, the applicant should notify EDA if it believes any application information to be confidential.

31. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your 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 Federal award, then you as 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 (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and 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 You Must Report

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 award term and condition, that resulted in a finding of fault and liability and your 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 award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have 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 the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial 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 award term and 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.

32. 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 leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure 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 contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients 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 in the event of an audits or performance site visits.

33. 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:

- i. 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;
- 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

- iii. 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.

- 34. WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, Recipient personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training published on PowerPoint presentation slides entitled “Compliance with EDA Disaster Assistance Program Requirements” and return the signed Certificate of Training Completion (page 38 of the slide deck) to EDA along with the signed Form CD-450 within 30 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- 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 suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

- 35. UPDATES TO GUIDANCE FOR GRANTS AND AGREEMENTS:** This award incorporates by reference updates to OMB Guidance for Grants and Agreements at 2 C.F.R. § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment) and 2 C.F.R. § 200.340 (Termination), effective as of August 13, 2020 (85 FR 49506) and available at: www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-grantsand-agreements.