

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)

Recipient: **1. St. Cloud Technical and Community College**
 2. Minnesota State Colleges and Universities

**Project Title: St. Cloud Technical and Community College Advanced Manufacturing
Training Lab**

Project Number: 06-01-06165

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 project is as follows:

The scope of this project is to develop an advanced manufacturing training lab and purchase appropriate Equipment to outfit new lab at the St. Cloud Technical & Community College. The project will include both renovation of approximately 4,108 square feet of existing lab space and enclosing/building out of approximately 3,525 square feet of adjacent courtyard space into new lab space. Proposed addition will include 2 new exterior walls, a set of double doors, and roof top solar panels. The renovation of the existing building will include modifying the space for a new layout, upgrading the electrical distribution to allow for 240V, 3-phase systems, and some asbestos abatement. In addition to the building renovation/expansion the College will be purchasing new equipment to accommodate the skill training curriculum. This equipment is outlined in the Equipment List provided by the applicant as part of the application. It includes SCADA systems, robots with vision, a water jet cutter, flexible manufacturing systems training cells, metal 3D printer, instrumentation trainers, motor drive trainers, CNC and Manual Mill, and Geared Head Lathe.

2. The Recipients’ Representatives are:

Lori Kloos
Vice President of Administration
St. Cloud Technical and Community College
1540 Northway Drive
St. Cloud, MN 56303-1240

Phone: 320-308-5026
Email: lori.kloos@sctcc.edu

William Maki
Vice Chancellor-Chief Financial Officer
Minnesota State Colleges and Universities
30 East 7th Street, Suite 350
St. Paul, MN 55101-4812
Phone: 651-201-1732
Email: william.maki@minnstate.edu

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

Dennis Foldenauer
Acting Regional Director
Economic Development Administration
230 South Dearborn Street, Suite 3280
Chicago, IL 60604
Phone: 312-789-9754
Email: dfoldenauer1@eda.gov

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

Robin Bush
Acting Area Director
Economic Development Administration
230 South Dearborn Street, Suite 3280
Chicago, IL 60604
Phone: 312-789-9750
Email: rbush@eda.gov

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

Rob Lee
Project Engineer
Economic Development Administration
230 South Dearborn Street, Suite 3280
Chicago, IL 60604
Phone: 312-789-9759
Email: rlee@eda.gov

- 3. ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form

CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- A Recipient's final completed Application (this item not enclosed in this Award package);
- EDA Standard Terms and Conditions for Construction Projects;
- 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).

If there is a discrepancy among these documents, the Specific Award Conditions (this document) and associated attachments hereto shall control.

4. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Return of Executed Financial Assistance Award	<i>30 days from Date of Award</i>
Start of Construction.....	<i>24 months from Date of Award</i>
Construction Completed.....	<i>48 months from Date of Award</i>
Authorized Award End Date.....	<i>51 months from 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. § 200.338.

5. **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 4 above.

6. **PROJECT REPORTING:**

- a. *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 90 days after the Authorized Award End Date.

- b. *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 90 days after the Authorized Award End Date.

- 7. **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 (*see* 13 C.F.R § 308.1).

Authorized Budget:

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

Federal Share (EDA Amount)	\$2,530,000
Non-Federal Matching Share	\$2,070,000
Total Project Cost	\$4,600,000

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

COST CLASSIFICATION	
Administrative and legal expenses	\$30,000
Land, structures, rights-of-way, etc.	
Relocation expenses and payments	
Architectural and engineering fees	\$158,193
Other architectural and engineering fees	\$8,500
Project inspection fees	\$55,000
Site work	
Demolition and removal	

Construction	\$1,412,845
Miscellaneous	
Equipment	\$2,531,400
Contingencies	\$404,062
Total Project Costs	\$4,600,000

8. **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.

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

- a. The first one is Pay.Gov. 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:

- 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.

- 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.

10. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of construction completion.
11. **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: **5.2%**

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. 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.

12. **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 200.326.
13. **ARCHITECT/ENGINEER AGREEMENT:** Prior to initial disbursement of funds by EDA, 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 200.326. 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.

14. **EVIDENCE OF GOOD TITLE:** In accordance with Section L 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.
15. **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.

16. **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.

17. **REAFFIRMATION OF APPLICATION:** The Recipient acknowledges that its application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application to the Government or whether the Recipient or an authorized representative of the Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that a) all data in said application and documents submitted with the application are true and correct as of the date of this Award and were true and correct as of the date of said submission; b) said application was as of the date of this Award and as of the date of said application duly authorized as required by local law by the governing body of the Recipient; and c) it will comply with the Assurances and Certifications submitted with or attached to said 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 the initial application.

18. **RECIPIENT'S DUTY TO REFRAIN FROM EMPLOYING CERTAIN DEPARTMENT OF COMMERCE EMPLOYEES:** For the two-year period beginning on the date the Government executes this Award, the Recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who:
 - a. On the date the Government executes this Award or within the one-year period ending on that date, served as an officer, attorney, agent, or employee of the Government; and
 - b. Occupied a position or engaged in activities that the Assistant Secretary determines involved discretion with respect to the Award under PWEDA.

The two-year period and associated restrictions referenced above also shall apply beginning on the date the Government executes any amendment to this Award that provides additional funds to the Recipient.

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. **FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 522) responsibilities for its records. Department of Commerce 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 may be released in response to a FOIA request. Applicants 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.

21. **WASTE, FRAUD, AND ABUSE:** Consistent with 2 C.F.R. part 200, at the Government's direction, at any time during the Estimated Useful Life of the Project, Recipient's personnel responsible for managing Recipient's finances and overseeing any contractors, subcontractors, or subgrantees will undergo training on preventing waste, fraud, and abuse as provided by the Government. The Government will provide instructions on when and how to take the training. If there are co-recipients of this Award, these obligations 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"), including 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.

If Recipient detects Fraud Schemes or any other suspicious activity, Recipient shall contact the Government's 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.

22. **BUY AMERICAN EXECUTIVE ORDER:** 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.
23. **CONFLICT OF INTEREST:** The Recipient agrees that it shall avoid any conflicts of interest, as described in 13 C.F.R. §§ 302.17 and 14.42, and shall ensure that it adopts conflicts of interest provisions specific to this Project. Such provisions shall include related party transactions, related entity transactions, and any other matter or transaction that would give rise to the appearance or existence of financial or personal conflicts of interest in this Project, or involve an Interested Party as defined by the EDA Regulations.
24. **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:
- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - ii. Reached its final disposition during the most recent five-year period; and
 - iii. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph e of this award term and condition;
 - (2) 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;
 - (3) 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
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (a) It could have led to an outcome described in paragraph b.iii(1), (2), or (3) of this condition;
 - (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Recipient's part; and
 - (c) The requirement in this condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. *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.

- d. *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.
- e. *Definitions.* For purposes of this condition:
 - i. “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.
 - ii. “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*.
 - iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. RECORDED MORTGAGE OR COVENANT OF FEDERAL SHARE: 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 initial disbursement under the Award it shall execute and cause to be recorded, at the direction of EDA, either a first priority unsubordinated mortgage lien in favor of EDA or a covenant of use and purpose declaring EDA’s interest in said real property. The mortgage or covenant will be duly recorded with the appropriate office where mortgages and covenants that run with the land 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, the 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 and covenants that run with the land 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(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 Federal Awards at 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.

26. 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 the United States Economic Development Administration (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.
27. **SHPO REVIEW:** Prior to advertising for bids for the EDA Project, the Recipient shall provide evidence satisfactory to the Government that either the State Historic Preservation Officer (SHPO) has made a determination of no effect or no adverse effect on archaeological or historic resources or, if archaeological or historic studies or mitigation is required by the SHPO or in consultation with the Advisory Council for Historic Preservation (ACHP), that this work was completed to the satisfaction of the SHPO and/or ACHP.
 28. **ASBESTOS ABATEMENT:** Prior to Awarding of Construction Contracts for the EDA Project, the Recipient shall submit specifications satisfactory to the Government for asbestos abatement within any buildings to be demolished in conjunction with this Project to be completed in accordance with all applicable regulations.
 29. **ASBESTOS DISPOSAL:** Prior to Awarding of Construction Contracts for the EDA Project, the Recipient shall submit plans and specifications satisfactory to the Government which require asbestos disposal in conjunction with this Project to be completed in accordance with all applicable regulations.
 30. **FINAL ASBESTOS DISPOSAL:** Prior to project closeout and final disbursement of EDA funds for this Project, the Recipient shall provide evidence satisfactory to the Government that all asbestos disposal in conjunction with this Project has been completed in accordance with all applicable regulations.
 31. **SECURITY AGREEMENT – MACHINERY AND EQUIPMENT:** In order to better memorialize and protect the Federal Share in property acquired with Award funds, Recipient will and hereby does agree, prior to final disbursement or as otherwise directed by EDA, 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. 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.

32. SERVICES PERFORMED BY RECIPIENT'S OWN FORCES: Use of the Recipient's own forces to complete activities under this Award will be permitted only to the extent that such use complies with the requirements set forth at 13 C.F.R. § 305.7.