

EXHIBIT "A"

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

Public Works and Development Facilities

Investment No.: 04-01-07651

Recipient: Hall County, Georgia

SPECIFIC AWARD CONDITIONS

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

Time allowed after Receipt of Financial Assistance Award for:

Return of Executed Financial Assistance Award..... 30 days
Start of Construction..... 24 Months from Date of Grant Award
Construction Period..... 18 Months

Project Closeout – All Project closeout documents including final financial information and any required program reports shall be submitted to the Government not more than 120 days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event, which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations as provided in the CD-450.

2. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 CFR 60-4 establish 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 CFR 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 CFR 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 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

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 CFR 60-4.6.

3. **REPORT ON UNLIQUIDATED OBLIGATIONS:** All Recipients of an EDA grant award of more than \$100,000 whose Award has not been fully disbursed is required to submit Form SF-425, "*Financial Status Report*" to EDA semi-annually to report on the status of unreimbursed obligations. This report will provide information on the amount of allowable Project expenses that have been incurred, but not claimed for reimbursement by the Recipient. The first report shall be as of March 30 of each year and shall be submitted to EDA no later than April 30 of each year, and the second report shall be as of September 30 of each year and shall be submitted to EDA no later than October 30 of each year. The Recipient must submit a final financial report using Form SF-425 within 90 days of the expiration date of the Award (or from the date the Recipient accepts the Project from the contractor, whichever occurs earlier). Noncompliance with these requirements will result in the suspension of disbursements under this Award. Financial reports are to be submitted to the Project Officer.
4. **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS:** Pursuant to E.O. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federal Funded Construction Projects," unless the Project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by Recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not: a) include any requirement or prohibition on Bidders, Offerors, Contractors, or Subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction Project(s); or b) otherwise discriminate against Bidders, Offerors, Contractors, or Subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction Project(s).
5. **ENGINEERING CERTIFICATE/CERTIFICATE OF TITLE:** The Recipient, prior to Solicitation of bids for construction of this Project, shall furnish to the Government an acceptable Engineering Certificate showing all lands, rights-of-way and easements necessary for construction of this Project along with an acceptable Certificate of Title on said lands, rights-of-way and easements showing good and merchantable title free of mortgages or other foreclosable liens and an Owners Certification as to Eminent Domain.

6. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause.
7. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

The first one is Pay.Gov. 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.

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 Federal Project Officer. This option allows the payee to send a check to NOAA's accounting office, who 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 in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it 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.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. 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, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

8. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other

submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

This investment will fund the realignment and construction of approximately 3,900LF of roadway on White Sulphur Road and associated appurtenances including lighting and signage. A stormwater drainage system will be constructed to include approximately 3,900LF of storm drain pipe, two (2) box culverts, and two (2) storm water management ponds.

9. **CONSTRUCTION PERMITS:** Prior to the first disbursement of funds under this Award, the Recipient shall obtain the permits described in item 3 of the Certificate of Engineer, Part One of the above referenced CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS.
10. **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 (FAPIIS)) 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:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

Reached its final disposition during the most recent five-year period; and

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.

11. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, at the Government’s direction, at any time(s) during the estimated useful life Project, Recipient’s personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees (for finances and/or oversight for both this Project and otherwise), will take a 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. 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 Government’s Atlanta Regional Counsel at 404-730-3002 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.

12. **STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS:** The Recipient(s) is/are 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.
13. **STANDARD TERMS AND CONDITIONS/UNIFORM GUIDANCE:** The Government promulgates regulations that are a.) in many instances Department of Commerce- or Bureau-specific and b.) also in more generic and government-wide in application. These regulations are codified and set out in the Code of Federal Regulations (CFR). Recently, the Office of Management and Budget revised the government-wide Uniform Guidance set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. References and controlling language from 2 CFR Part 200 appear in the CD-450 Financial Assistance Award, these Specific Award Conditions, and in the Standard Terms and Conditions attached to all construction grants (Awards) made by the U.S. Department of Commerce, Economic Development Administration (EDA)

The most recent revisions to 2 CFR Part 200 governing EDA Awards became effective on November 12, 2020. Additional revisions to 2 CFR Part 200 are anticipated in the future. This Specific Award Condition (SAC) is provided to confirm that fact and advise the Recipient(s) that the version of 2 CFR Part 200 that took effect on November 12, 2020 currently applies to this award and supersedes conflicting provisions of 2 CFR Part 200 appearing in the SF-450 and/or Standard Terms and Conditions and this Exhibit (if any) attached to this Award. Future revisions to 2 CFR Part 200 may further supersede the version that took effect on November 12, 2020.

14. **ARCHITECT/ENGINEER AGREEMENT:** Prior to invitation for bids, the Recipient shall submit to the Government for approval an Architect/Engineer agreement that meets the requirements of Section IV E of the “Summary of EDA Construction Standards, July 2018” as well as the competitive procurement standards of 2 C.F.R. § 200.317 or 200.318, as applicable. The fee for basic Architect/Engineer services shall be a lump sum or an agreed maximum and no part of the fees for other services shall be based upon a cost-plus-a-percentage-of-cost or a cost using a multiplier.
15. **ENVIRONMENTAL:** Prior to advertisement for construction bids, Recipient shall provide evidence satisfactory to the Government that the US Army Corps of Engineers (USACE) has issued a valid Section 404 permit for the project and that any applicable mitigation requirement set forth by the permit has been completed. If no Section 404 permit is required based on final design, Recipient shall provide written documentation from USACE that no Section 404 permit is required. Recipient shall submit to USACE all documentation necessary for USACE to make a determination as to whether said permit is required. Such documentation typically includes, but is not limited to, a delineation of jurisdictional waters and final site plan for the Project. Recipient shall also provide to EDA a copy of its submission to USACE for the aforementioned permit or determination that no permit is required.

16. **SITE ACQUISITION:** Recipient has advised EDA that several parcels of road right of way need to be acquired. Recipient agrees to diligently obtain written agreements for the acquisition of each parcel or to negotiate to directly acquire such lands without a contract. Recipient agrees that under no circumstances will EDA reimburse Recipient for site acquisition's in excess of the amount allocated for such purposes in the Budget. Recipient agrees to provide EDA with such requested written verifications as determined by EDA to verify the amount of costs for site acquisitions and/or easement acquisitions to be reimbursed to Recipient.

Within not more than 30 days after the date EDA signs this Award, Recipient shall cause Recipient's engineer to certify to EDA in writing the description of each parcel of land and/or easement needed for the Project.

Within not more than 90 days from the date EDA signs this Award, Recipient shall provide EDA either and/or both copies of all contracts with sellers for needed lands in fee simple and/or easements for the Project or written verification that the Recipient has acquired such lands without first obtaining a contract. All parcels of land and/or easements identified by the Recipient's engineer's certification described above shall be acquired by Recipient within not more than 120 days from the date EDA signs this Award.

Recipient acknowledges that Recipient will need to provide all funding costs for site acquisitions for each closing and will only be entitled to reimbursement for such acquisition costs upon providing EDA with a.) a copy of each recorded deed for each required acquisition and/or easement and b.) a legal opinion from Recipient's counsel confirming that Recipient has the necessary title to land and/or easements and detailing the status of the title. Any liens, other than current year ad valorem taxes, shall either be partially released as to lands acquired in fee simple and/or subordinated to any easement.