

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

Public Works and Economic Development Facilities Program
under 42 U.S.C. § 3141, Section 201 of the
Public Works and Economic Development Act of 1965 (Public Law 89-136),
as amended by the Economic Development Administration Reauthorization Act of 2004
(Public Law 108-373)

Project Title: 3rd Street and 5th Street Corridor Roadways Improvements Project	
Recipient Name: San Manuel Band of Mission Indians with City of Highland and Inland Valley Development Agency	Project Number: 07 01 07415

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 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 construction to improve two roadways to support access to an airport and commercial zone. Project work activities will include the following:

Specifications

Constructed improvements for the project are to include:

- (1) Approx. 2,431 ton of ARHM (0.15') and 5,983 ton of Type A HMA (0.30') pavement section;
- (2) Approx. 2,897 cy of Class 2 Agg Base and 1,237 ton of ARHM (0.15') overlay;
- (3) Approx. 6,556 lf of Curb & Gutter (8-in) and 1,770 lf of 8-in Curb only;
- (4) Approx. 39,192 sf of PCC Sidewalk (6' wide);
- (5) Approx. 14 street lights w. conduit and 2 new traffic signals (at 5th/Palm and 3rd/5th);
- (6) Approx. 8 new curb inlet CBs, 106 lf of 18-in HDPE and 23 lf of 24-in HDPE storm drain;
- (7) Removal of existing AC roadway and PCC Curb/Gutter/Sidewalk; and
- (8) Signing/Striping, Traffic Control, Relocations and Utility Grade Adjustments (as necessary).

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

Mike Layne Grant Administration Manager Phone: (909) 864-8933, ext. 2168 Email: MLayne@SanManuel-NSN.Gov	San Manuel Band of Mission Indians 25569 Community Center Drive Highland, California 92346
-------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------

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

A. Leonard Smith Regional Director FAX: (206) 220-7657	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
--------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

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
-------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

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:

Nympha Garces Civil Engineer Phone: (206) 220-7729 FAX: (206) 220-7669 Email: Ngarces@eda.gov	Economic Development Administration Seattle Regional Office 915 Second Avenue, Room 1890 Seattle, Washington 98174-1012
-----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

6. **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 Special Award Conditions (this document) and associated attachments hereto shall control.

7. **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	36 Months from Date of Award
Completion of Construction	48 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 final financial reports (Standard Form 425) 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. 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 through § 200.342.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

A. AWARD DISBURSEMENTS: Reimbursable basis only: EDA will make disbursements under this Award on a reimbursement basis only, in accord with the procedures outlined during the grant kick-off meeting.

The *Outlay Report and Request for Reimbursement for Construction Programs* (Standard Form 271) is used to request a disbursement, which shall be approved in writing by the Civil Engineer/Project Officer.

Please note that prior to the initial disbursement, Recipients must complete SF-3881, *ACH Vendor/Miscellaneous Payment Enrollment Form* and submit it to NOAA's Accounting Office by FAX to (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 Civil Engineer/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 grant payment is made by EDA. Reports should be submitted in accordance with the format required 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) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof. 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 (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form 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 and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Standard Form 425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- 9. 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 Special 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)	\$2,964,360
Non-Federal Matching Share	<u>\$4,093,640</u>
Total Project Cost	\$7,058,000

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

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$0	\$147,000
Land, structures, rights-of-way, etc.	\$450,000	\$450,000
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$276,000	\$276,000
Other architectural and engineering fees	\$410,000	\$410,000
Project inspection fees	\$689,000	\$689,000
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$4,592,000	\$4,445,000
Equipment	\$0	\$0
Contingencies	<u>\$641,000</u>	<u>\$641,000</u>
Total Project Cost	\$7,058,000	\$7,058,000

10. FEDERAL SHARE: The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.

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. 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.

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

- i. 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.
- ii. 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 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 – Accounting Operations Division
Attn: 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, 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:

Notice to Customers Making Payment by Check

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, we 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 from the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed 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.
- 14. USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of completion of construction.
- 15. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 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 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 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 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 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 in 13 C.F.R. Section 305.6. 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 Recipients agree that all procurement transactions shall be in accordance with Department of Commerce adopted regulations at 2 C.F.R. Part 200 and the EDA regulations contained in 13 C.F.R. Chapter III, particularly 13 C.F.R. Part 305 and 13 C.F.R. section 302.17 (“Conflicts of Interest”).

18. EVIDENCE OF GOOD TITLE: Prior to the initial disbursement of funds by EDA, the Recipient shall provide 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. § 314.

19. NONRELOCATION: In signing this award of financial assistance, the Recipient(s) 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. In the event that 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 for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

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 assisted by EDA. 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 to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

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

21. PROJECT INSPECTION AGREEMENT. Prior to initial disbursement of funds by EDA, the Recipient must submit to the Government 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 Section 305.6. 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-a-percentage-of-cost or a cost using a multiplier.

22. REAL PROPERTY ACQUISITION WITH AWARD FUNDS: Part of this Project may include the acquisition of real property, including easements and temporary construction easements, necessary to complete the Project. The appraisal for the property(ies) to be acquired must be completed by an MAI Certified Appraiser and must either be a current or a currently issued appraisal that reflects the fair market value of the property. EDA’s participation in the acquisition costs cannot exceed its grant rate percentage of the appraisal value. EDA’s participation will also be limited by its grant rate percentage of the amount reflected in the approved budget line item for acquisition, which may be revised with EDA’s approval. All real property needed for the project must be acquired prior to the initial disbursement of funds or EDA’s approval of the bid documents, whichever occurs first.

23. PROPERTY MANAGEMENT STANDARDS: In affirming this Award, the Grantee acknowledges that it holds property acquired or improved with Award funds in trust and that it is responsible to use the real property acquired or improved by this Award in accordance with 13 C.F.R. Part 314 only for the authorized and specific purpose of industrial and/or business operations in order to sell, lease, or otherwise convey parcels of the improved property to serve that purpose.

Prior to initial disbursement of funds by EDA, the Recipient must provide evidence of title to the Recipient owned parcels directly adjacent to the EDA funded improvements.

Prior to final disbursement, an EDA approved covenant of use must be placed on these identified parcels. The covenant shall be recorded in the appropriate public records encumbering the title to the parcels to provide record notice. The covenant shall prohibit the use of the property for any purpose other than the general and special purpose of the grant as approved. The covenant shall also provide that the current owner and future owners and lessees of the parcels and any other parties dealing with the parcels shall at all times comply with Federal nondiscrimination and environmental requirements.

24. TRIBAL HISTORIC PRESERVATION OFFICER (THPO): Prior to advertisement of construction bid, the Recipient shall provide evidence satisfactory to the EDA that the language provided by the San Manuel Band of Mission Indian’s Cultural Resources Department has been incorporated.

A. If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code § 7050.5 and that code enforced for the duration of the project.

- B. In the event that Native American cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, San Manuel Band of Mission Indians will be contacted if any such find occurs and be provided information and permitted/invited to perform a site visit when the archaeologist makes his/her assessment, so as to provide Tribal input.
- C. If significant Native American historical resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, an SOI-qualified archaeologist shall be retained to develop a cultural resources Treatment Plan, as well as a Discovery and Monitoring Plan, the drafts of which shall be provided to San Manuel Band of Mission Indians for review and comment.

1. All in-field investigations, assessments, and/or data recovery enacted pursuant to the finalized Treatment Plan shall be monitored by a San Manuel Band of Mission Indians Tribal Participant(s).

2. The Lead Agency and/or applicant shall, in good faith, consult with San Manuel Band of Mission Indians on the disposition and treatment of any artifacts or other cultural materials encountered during the project.

25. ENCUMBRANCES: EDA requires a first lien mortgage on the real property and improvements financed by the EDA investment, and prohibits the Recipient from pledging the EDA-improved property as collateral to secure other financing.

If a pre-existing mortgage or lien exists on the real property or improvements to be acquired or improved with Award funds, then a subordination of that pre-existing mortgage or lien to the EDA interest may be required as determined by EDA pursuant to 13 C.F.R. § 314.6(b)(2) and 314.7(b). The subordination will be in form and substance satisfactory to EDA.

If mortgage or lien on the real property or improvements to be acquired or improved with Award funds is require to obtain financing necessary for the project, then all financial data as may be required by EDA to complete an analysis required under 13 C.F.R. § 314.6(b)(3), shall be furnished by the Recipient. In such instances where EDA determines to provide an exception, the mortgage to be granted will be a second, subordinate mortgage unless conditions militate for a *pari passu* interest of equal priority with the lender.

26. 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.

27. 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.

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 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.