U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 CULVERT AOP PROGRAM: FHWA PROJECTS

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) appropriated funds to the United States Department of Transportation (the "**USDOT**") to be awarded for Aquatic Organism Passage (AOP) under the National Culvert Removal, Replacement, and Restoration Grant Program. The funds are available to carry out 49 U.S.C. 6703 by providing Federal financial assistance for the replacement, removal, and repair of culverts or weirs that (1) would meaningfully improve or restore fish passage for anadromous fish; and (2) with respect to weirs, may include infrastructure to facilitate anadromous fish passage around or over the weird and weir improvements. The USDOT program administering those funds is the National Culvert, Removal, Replacement, and Restoration Grant Program (the "**Culvert AOP Program**").

On October 6, 2022, the Federal Highway Administration (the **"FHWA"**), through the USDOT, posted a funding opportunity at Grants.gov with funding opportunity title "Fiscal Year 2022 National Culvert Removal, Replacement, and Restoration Grant Program (Culvert AOP Program)" and funding opportunity number FY2022-CULVERT-AOP-PROGRAM. The notice of funding opportunity posted at Grants.gov (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2022 Culvert AOP Program. On August 16, 2023, the FHWA announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement and, if applicable, a FMIS project agreement ("agreement") under the fiscal year 2022 Culvert AOP Program. The term "Recipient" is defined in the agreement. The agreement includes project-specific schedules A through K. The agreement may include special terms and conditions in the project-specific schedules.

ARTICLE 1
PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will meaningfully improve or restore fish passage for anadromous fish, and, with respect to weirs, may include infrastructure to facilitate anadromous fish passage around or over the weir and weir improvements. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by schedule D.

ARTICLE 2
FHWA ROLE

2.1 Division of FHWA Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the Culvert AOP Program.

(b) The FHWA will administer this agreement on behalf of the USDOT and is responsible for the approval of this agreement, and any modifications to this agreement under section 20.1.

2.2 FHWA Program Contacts.

FHWA Culvert AOP Program Manager
Federal Highway Administration
Office of Bridges and Structures
1200 New Jersey Avenue SE
Room E75-322
Washington, DC 20590
(202) 366-4611
CulvertAOP@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Culvert AOP Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 FHWA Reliance. The Recipient acknowledges that:

(1) the FHWA relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the FHWA relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the FHWA relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the FHWA's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the FHWA.

(b) The Recipient shall act promptly, in a manner acceptable to the FHWA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify FHWA within 30 calendar days of any change in key personnel who are identified in schedule A.

3.7 Subaward to Designated Subrecipient. If schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the FHWA is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgements that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under Articles 7 and 8.

ARTICLE 4
AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. The FHWA hereby awards a Culvert AOP Grant to the Recipient in the amount listed in section 1 of schedule D as the Culvert AOP Grant Amount.

4.2 Federal Funding Source.

Reserved.

4.3 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the Culvert AOP Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the Culvert AOP Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the Culvert AOP Grant among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in schedule B.

(d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 20.

(f) If the USDOT Payment System identified in section 6 of schedule A is "FMIS Current Bill," then, for each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

(h) The Recipient acknowledges that the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Change Notification Requirement. The Recipient shall notify FHWA within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the FHWA Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

5.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the FHWA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the FHWA to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the FHWA does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the FHWA had reimbursed costs exceeding the revised award, the Recipient shall refund to the FHWA the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "Culvert AOP Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

5.5 FHWA Acceptance of Changes. The FHWA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the Culvert AOP Program and the FHWA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the FHWA accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all FHWA contacts who are listed in schedule A and all FHWA contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the FHWA informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the FHWA.

6.3 Paperwork Reduction Act Information. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**").

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 Project Progress Reports and Recertifications. On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the FHWA a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

7.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the period of performance, the Recipient shall submit

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under the FHWA's award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 Baseline Performance Measurement.

(1) The Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) On or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement.

(1) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collet data for that performance measure;

(2) For each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the FHWA a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 **Project Outcomes Report.** The Recipient shall submit to the FHWA, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 **Performance Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

9.1 **Climate Change and Environmental Justice.** Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 10
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

10.1 **Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 11
LABOR AND WORK

11.1 **Labor and Work.** Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

11.2 **OFCCP Mega Construction Project Program.** If the total eligible project costs that are listed in section 3 of schedule D are greater than $35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (the "**OFCCP**") selects this award for

participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 12
CIVIL RIGHTS AND TITLE VI

12.1 Civil Rights and Title VI.

(a) Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), Executive Order 14091, "Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Feb. 16, 2023), and DOT Order 1000.12C, "The U.S. Department of Transportation Title VI Program" (June 11, 2021), the purpose of sections 12.1(b)-12.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.

(b) If the Recipient Type Designation in section 1 of schedule K is "Existing," then the Recipient shall submit to the FHWA either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the FHWA's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient Type Designation in section 1 of schedule K is "New," then the FHWA completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of schedule K.

(d) In this section 12.1, **"Title VI"** means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

12.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 13
CRITICAL INFRASTRUCUTRE SECURITY AND RESILIENCE

13.1 Critical Infrastructure Security and Resilience

(a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 3 of Schedule F is "Elevated," then the Recipient shall:

(1) in the first Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and

(2) in the second Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, provide a plan for completing the requirements in section 13.1(c).

(c) If the Security Risk Designation in section 3 of Schedule F is "Elevated," then not later than the eighth Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, the Recipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1:

(1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;

(2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;

(3) the results of a self-assessment of the Recipient's cybersecurity posture and capabilities or a summary of those results; and

(4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 14
CULVERT AOP PROGRAM DESIGNATIONS

14.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to FHWA, including the Grant Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO.

ARTICLE 15
CONTRACTING AND SUBAWARDS

15.1 Build America, Buy America.

(a) Steel, iron, manufactured products, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

15.2 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses,, and labor surplus area firms").

15.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

15.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216, and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

15.5 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

15.6 Subaward and Contract Authorization.

The Recipient shall obtain prior written approval from the FHWA agreement officer pursuant to 2 C.F.R. 200.308 and 2 C.F.R. 200.333 for the subaward of any work under this agreement. Approvals under 2 C.F.R. 200.308(f)(6) do not apply to the procurement transactions for goods and services.

ARTICLE 16
NONCOMPLIANCE AND REMEDIES

16.1 Noncompliance Determinations.

(a) If the FHWA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the FHWA may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, FHWA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the FHWA notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The FHWA may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 16.1(b); or

(2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the FHWA must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

(a) If the FHWA makes a final determination of noncompliance under section 16.1, the FHWA may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the FHWA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the FHWA must provide to the Recipient a notice that describes the remedy, but the FHWA may make the remedy effective before the Recipient receives that notice.

(c) If the FHWA determines that it is in the public interest, the FHWA may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the FHWA may elect to consider the interests of only the FHWA.

(e) The Recipient acknowledges that amounts that the FHWA requires the Recipient to refund to the FHWA due to a remedy under this section 16.2 constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

16.3 Other Oversight Entities. Nothing in this article 16 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entity.

ARTICLE 17
AGREEMENT TERMINATION

17.1 FHWA Termination.

(a) The FHWA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-Culvert AOP Grant contribution or alternatives approved by the FHWA as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the Project to receive a Culvert AOP Grant; or

(6) the FHWA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FHWA may elect to consider only the interests of the FHWA.

(c) This section 17.1 does not limit the FHWA's ability to terminate this agreement as a remedy under section 16.2.

(d) The Recipient may request that the FHWA terminate the agreement under this section 17.1.

17.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the FHWA informs the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the FHWA's authority to disallow costs, including costs that the FHWA reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

(a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient's obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the FHWA's remedial authority under article 16 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 18
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

18.1 Limitation of Federal Award Amount. Under this award, the FHWA shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the FHWA is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement.

18.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the FHWA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the FHWA.

18.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

18.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the Culvert AOP Program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

18.7 Payment Method.

(a) If the FHWA Payment System identified in schedule A is "FMIS Current Bill," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the FHWA Payment System identified in schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the FHWA agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The FHWA may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

(a) If the FHWA Payment System identified in schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the FHWA determines does not include or is not supported by sufficient detail, the FHWA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Frequency. If the FHWA Payment System identified in schedule A is "DELPHI eInvoicing," then theRecipient shall not request reimbursement more frequently than monthly.

ARTICLE 19
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

19.2 Funds Cancellation. Culvert AOP Program funding that is obligated for this award under section 4.3 remains available until expended.

ARTICLE 20
AGREEMENT MODIFICATIONS

20.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the FHWA and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

20.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in schedule A by notice to FHWA.

(b) The FHWA may update the contacts who are listed in schedule A and section 2.2 by notice to the Recipient.

20.3 FHWA Unilateral Modifications.

(a) The FHWA may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3, the FHWA must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

(a) The USDOT and FHWA are subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Grant Application and materials submitted to the FHWA by the Recipient related to this agreement may become FHWA records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross

mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

22.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 Culvert AOP grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

22.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

22.4 FHWA Record Access. The FHWA may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 23
NOTICES

23.1 Form of Notice.

(a) For a notice under this agreement to be valid, it must be in writing.

(b) For a notice to FHWA under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

23.2 Method of Notice to FHWA.

(a) For a notice to FHWA under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to FHWA under this agreement to be valid, it must be addressed to all of the FHWA contacts who are listed in schedule A and section 2.2.

(c) Except as specified in section 23.2(d), a valid notice to FHWA under this agreement will be deemed to have been received on the earliest of (1) when the email is received by FHWA, as recorded by FHWA's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.

(d) If a valid notice or other communication to FHWA under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

23.3 Method of Notice to Recipient.

(a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.

(b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in schedule A.

(c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

(1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or

(2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.

(d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

23.4 Recipient Contacts for Notice. If a Recipient contact who is listed in schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).

23.5 Additional Mandatory Notices to FHWA. The Recipient shall notify the FHWA if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

(1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or

(2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

23.6 Scope of Notice Requirements. The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: "notice"; "notification"; "notify"; or "notifying." This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24
INFORMATION REQUESTS

24.1 FHWA Information Requests.

(a) By notice, the FHWA may request from the Recipient any information that the FHWA determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.

(b) If the FHWA requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

(c) This section 24.1 does not limit the Recipient's obligations under section 22.4 or 2 C.F.R. 200.337 to provide access to Recipient records.

ARTICLE 25
ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

(a) A waiver of a term of this agreement granted by the FHWA will not be effective unless it is in writing and signed by an authorized representative of the FHWA.

(b) A waiver of a term of this agreement granted by the FHWA on one occasion will not operate as a waiver on other occasions.

(c) If the FHWA fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability. The FHWA shall not be responsible or liable for any damage to property or any injury that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E.

(c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.

27.3 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws

and procedures do not exist, the entity shall request disposition instructions from the FHWA.

(3) if the entity that acquired the equipment is not a State, a subrecipient of a State, or an Indian Tribe, that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 Environmental Review

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.4(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written communication stating that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or

(2) if the FHWA determines that the condition at section 17.1(a)(5) is satisfied, the FHWA may terminate this agreement under section 17.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.205 and the "Assistance Listings Title" is "Highway Planning and Construction"; and

(3) this award is not for research and development.

28.2 Federal Award Identification Number.

(a) If the FHWA Payment System identified schedule A is "FMIS Current Bill," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the FHWA Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

28.3 Recipient's Unique Entity Identifier.

(a) If the FHWA Payment System identified in schedule A is "FMIS Current Bill," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the FHWA Payment System identified in schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed on page 1, line 4 of the project-specific agreement.

28.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

28.5 Period of Performance.

(a) If the FHWA Payment System identified in schedule A is "FMIS Current Bill," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

(b) If the FHWA Payment System identified in schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Schedules. This agreement includes the following schedules as integral parts

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	Culvert AOP Program Designations
Schedule G	Culvert AOP Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work
Schedule K	Civil Rights and Title VI

29.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal year 2022 Culvert AOP Program," dated October 30, 2024, and available at Culvert AOP

Program - Aquatic Organism Passage - Culvert Hydraulics - Hydraulics - Bridges & Structures - Federal Highway Administration, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a Attachment listed in section 29.1 will expressly identify the relevant Attachment; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in Attachments listed in section 29.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the Culvert AOP Program and awards under that program and supersedes any previous agreements, oral or written, relating to the Culvert AOP Program and awards under that program**.**

29.5 Definitions. In this agreement, the following definitions apply:

"**Culvert AOP Grant**" means an award of funds that were made available under the NOFO.

"**General Terms and Conditions**" means this document, including articles 1–30.

"**Grant Application**" means the application identified in schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

"**Program Statute**" means the statutory text at 49 U.S.C. 6703.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including schedule A-K.

29.6 References to Times of Day. All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a Culvert AOP Grant when the USDOT's authorized representative signs it.