

FY 2022 BRIDGE INVESTMENT PROGRAM RECIPIENT- DESIGNATED SUBRECIPIENT AGREEMENT

This Federal Fiscal Year (FY) 2022 Bridge Investment Program Recipient – Designated Subrecipient Agreement (Agreement) is between the State of California Department of Transportation Division of Local Assistance (Recipient or Caltrans) and County of Tehama, an administrative division of the State of California (Designated Subrecipient), collectively known as “Parties.”

RECITALS

WHEREAS, BIP Grant funds were provided under the authority of the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (November 15, 2021), and subsequently appropriated funds to the FHWA for Fiscal Years 2022 – 2026 to carry out the Bridge Investment Program (BIP) Discretionary Program under 23 U.S.C. 124 to provide financial assistance for a project to replace, rehabilitate, preserve or protect one or more bridges on the National Bridge Inventory under 23 U.S.C. 144(b); and

WHEREAS, on June 10, 2022, the United State Department of Transportation (USDOT) posted a funding opportunity for the Bridge Investment Program at Grants.gov, with the funding opportunity title “Bridge Investment Program - Planning, Bridge Projects, and Large Bridge Projects,” and funding opportunity number 693JJ322NF00009; and

WHEREAS, this notice of funding opportunity posted at Grants.gov, as amended on July 12, 2022, (the “NOFO”), solicited applications for Federal financial assistance under the fiscal year 2022 BIP Program; and

WHEREAS, on or before August 9, 2022, the Designated Subrecipient applied for BIP Grant funding from the Federal Highway Administration (Federal Agency) for the Tehama County Feasibility Study Woodson Bridge project (Project), which will study to determine if the Woodson Bridge can be rehabilitated by stabilizing the sub-structure (scour critical) or if a new bridge must be constructed and will include a life-cycle cost analysis for both alternatives; and

WHEREAS, the Designated Subrecipient’s application for Project (Grant Application), referenced in section 1 of schedule A of the Federal Highway Administration FY 2022 Bridge Investment Program Schedules A through H to the Project Agreement for the Tehama County Feasibility Study/Woodson Bridge (Recipient Agreement) for Project between the Federal Agency and the Recipient, includes Standard Form 424 and all information and attachments the Designated Subrecipient submitted with that form through Grants.gov, and

WHEREAS, on January 4, 2023, the Federal Agency announced application selections under the NOFO and selected Project for Grant funding in the amount of \$320,000; and

WHEREAS, in this Agreement, “Grant” means an award of a funds to the Project that were made available through the NOFO; and

WHEREAS, as a condition to receive the Grant, the Federal Agency requires the Recipient and the Federal Agency, to enter into the Recipient Agreement under the *Fiscal Year 2022 Federal Highway Administration FY 2022 Bridge Investment Program Schedules A through H to the FMIS Project* Recipient Agreement for the *Tehama County Feasibility Study Woodson Bridge Project* that awards and allocates \$320,000 in Grant funding for the Project to the Recipient; and

WHEREAS, this Agreement reflects the Recipient decision to subaward the Grant Project funding to the Designated Subrecipient; and

WHEREAS, this Agreement reflects the Designated Subrecipient decision to receive the Subaward, defined in 2 C.F.R. § 200.1, of the Grant funding for the purpose of carrying out the Federal award; and

WHEREAS, the Federal Highway Administration is responsible for the Federal Agency's overall administration of the Grant Program; and

WHEREAS, the *Federal Highway Administration Competitive Grant Program General Terms and Conditions* (Terms and Conditions), dated April 22, 2025, is referenced as part of the Recipient Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the Grant funding; and

WHEREAS, the *Federal Highway Administration Exhibits to Competitive Grant Agreements* (Exhibits), dated April 16, 2025, is referenced in this Agreement, the Recipient Agreement, and the Terms and Conditions and further defines responsibilities and requirements that must be followed as a condition to receiving and using the Grant funding; and

WHEREAS, the *Performance Measurement Guidance for the Bridge Investment Program (BIP) Discretionary Grant Program* (Performance Measures), file dated August 20, 2024, is referenced in this Agreement and used in the Recipient Agreement and the Terms and Conditions define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the Parties want the Designated Subrecipient to carry out the Project with the Recipient acting as the "pass-through" entity for purposes of payment of the federal funds to the Designated Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code; and

WHEREAS, on or about March 21, 2018, the Parties entered into an Administering Agency - State Agreement for Federal-Aid Projects agreement (Master Agreement); and

WHEREAS, the Parties, will concurrently enter into this Agreement, which defines specific project responsibilities between the Designated Subrecipient and the Recipient for the Project and include specific project responsibilities to the Federal Agency that are necessary for the development and timely delivery of the Project; and

WHEREAS, this Agreement further establishes oversight and delegation of responsibilities between the Recipient and the Designated Subrecipient, outlined in this Agreement, the Master Agreement, and as allowed per the Recipient Agreement and Terms and Conditions section 3.6(2).

The Parties therefore agree to the following:

AGREEMENT

ARTICLE 1. PURPOSE

Section 1.01 Purpose

- (a) The purpose of this award is to fund an eligible project defined in this agreement that has been selected to receive a FY 2022 BIP Grant. The parties will accomplish that purpose by achieving the following objectives:
 - 1) timely completing the Project; and
 - 2) ensuring the award funds provided under this Agreement are not used as a substitute for non-Federal investment in the Project, except as proposed in the Grant Application, and as modified by schedule E.

ARTICLE 2. FEDERAL AGENCY AND RECIPIENT ROLES

Section 2.01 Federal Agency Responsibilities

- (a) The Federal Highway Administration is responsible for the Federal Agency's overall administration of this Grant Program, the approval and execution of the Recipient Agreement, and any modifications to the Recipient Agreement under section 15.1 of the Terms and Conditions.
- (b) The Federal Highway Administration (the "FHWA") will administer the Recipient Agreement. The "Administering Operating Administration" means the FHWA.
- (c) The Recipient is responsible for the approval of this Agreement and any modifications to this Agreement under section 15.01.

Section 2.02 Program Contacts

- (a) Federal Agency contacts are located within Schedule A.
- (b) Recipient contacts are listed in Schedule A.
- (c) The Designated Subrecipient contacts are listed in Schedule A.
- (d) The Recipient is the pass-through entity for purposes of payment of the federal funds to the Designated Subrecipient per the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

ARTICLE 3. DESIGNATED SUBRECIPIENT ROLE

Section 3.01 Statements on the Project.

- (a) The Designated Subrecipient represents and warrants that:
 - 1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

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

Section 3.02 Statements on Authority and Capacity.

- (a) The Designated Subrecipient represents and warrants 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 schedule D and the 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 Designated Subrecipient has authority to enter this agreement and make the statements in this article 3 and in section 18.07 on behalf of the Designated Subrecipient.

Section 3.03 Federal Agency and Recipient Reliance.

- (a) The Designated Subrecipient agrees that:

- 1) the Federal Agency and the Recipient relied on statements of fact in the Technical Application to select the Project to receive this award;
- 2) The Federal Agency and the Recipient relied on statements of fact in both the Technical Application and this agreement to determine that the Designated Subrecipient and the Project are eligible under the terms of the NOFO;
- 3) the Federal Agency relied on statements of fact in both the Technical Application and the Recipient Agreement to establish the terms of this agreement; and
- 4) the Recipient relied on statements of fact in both the Technical Application and the Recipient Agreement to establish the terms of this Agreement; and
- 5) the Federal Agency's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

Section 3.04 3.04 Project Delivery.

- (a) The Designated Subrecipient shall complete the Project under the terms of this Agreement.
- (b) The Designated Subrecipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration and the Recipient.

Section 3.05 Rights and Powers Affecting the Project.

- (a) The Designated Subrecipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under the Recipient Agreement and to the Designated Subrecipient's performance under this Agreement, without written approval of the Recipient and the Federal Agency.

- (b) The Designated Subrecipient shall act promptly, in accordance with all applicable law and in a manner acceptable to the Federal Agency and the Recipient, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Designated Subrecipient's performance under the Recipient Agreement and this agreement.

Section 3.06 Subaward to Designated Subrecipient.

- (a) Schedule A identifies a Designated Subrecipient, therefore:
 - 1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.01;
 - 2) the Recipient and the Designated Subrecipient have chosen to enter into this separate agreement, to which the Federal Agency 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.

Section 3.07 Designated Subrecipient Statements and Responsibilities.

- (a) Schedule A identifies a Designated Subrecipient, therefore:
 - 1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2 of the Recipient Agreement; and
 - 2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8 of the Terms and Conditions.

Section 3.08 Title 23 Oversight Responsibilities for Subawards.

- (a) Section 9 of schedule A identifies a Designated Subrecipient therefore, for the purpose of 23 U.S.C. 106(g), the Designated Subrecipient shall act as if funds under this subaward are Federal funds under title 23, United States Code.

Section 3.09 The Designated Subrecipient is assigned the responsibilities, including but not limited to, the administrative for the purpose outlined in this Agreement.

ARTICLE 4. AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

Section 4.01 Federal Award Amount.

- (a) The Federal Agency awarded a grant to the Recipient in the amount listed in section 1 of schedule D as Grant Amount.
- (b) The Recipient hereby subawards a grant to the Designated Subrecipient in the amount listed in 1 of schedule D of the Recipient Agreement as the Subaward Grant Amount.

Section 4.02 Reserved.

Section 4.03 Federal Obligations.

The Federal Obligation Type identified in section 2 of schedule D is "Single," therefore:

- (1) the Recipient Agreement apportions for the budget period the amount listed in section 1 of schedule D as the Grant Amount;
- (2) to obligate the funds to Project and phase of work, the Designated Subrecipient shall submit a Request for Authorization to the Recipient, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM) for the amount of funding

specified in section 2 of schedule D and the phase of work specified in section 1 of schedule C; and

- (3) the federal reimbursable work on Project shall not begin until the Designated Subrecipient requests and receives the Administering Operating Administration authorization approval via an "E76" document, and confirms the E76 shows the appropriate amount of federal funds have been authorized by Administering Operating Administration to the appropriate phase of work, as detailed in section 1 of schedule C and section 2 of schedule D.

Section 4.04 Budget Period.

- (a) The budget period for this award begins on the effective date of this Agreement and ends on the budget period end date that is listed in section 1 of schedule C or as determined in FMIS.
- (b) In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

Section 3.05 Period of Performance.

- (a) The period of performance for this award begins on the date of this agreement and ends on the period of performance end date listed in section 1 of schedule C.
- (b) Reserved.
- (c) In this Agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 4. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

Section 4.01 Notification Requirement.

- (a) The Designated Subrecipient shall notify in writing all Federal Agency representatives and Recipient representatives who are identified in schedule A of the Recipient Agreement in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Designated Subrecipient's capacity or intent to complete the Project in compliance with this Agreement.
- (b) In that notification, the Designated Subrecipient shall describe the change and what actions the Designated Subrecipient has taken or plans to take to ensure completion of the Project.
- (c) The notification requirement under this section 5.01 is separate from any requirements under this article 5 that the Designated Subrecipient request modification of the Recipient Agreement or this Agreement.

Section 4.02 Scope and Statement of Work Changes.

- (a) If the Project's activities differ from the activities described in the Technical Application, then the Designated Subrecipient shall request a modification of the Recipient Agreement to update schedule E.

Section 4.03 Schedule Changes.

- (a) If one or more of the following conditions are satisfied, then the Designated Subrecipient shall request a modification of the Recipient 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 Designated Subrecipient'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) a schedule change would require the period of performance to continue after the Period of Performance End Date listed in section 1 of schedule C.
- (b) For other schedule changes, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

Section 4.04 Budget Changes.

- (a) The Designated Subrecipient acknowledges and agrees that if the cost of completing the Project increases:
- 1) that increase does not affect the Designated Subrecipient's obligation under this Agreement to complete the Project; and
 - 2) the Federal Agency and Recipient will not increase the amount of the Award and this subaward to address any funding shortfall.
- (b) The Designated Subrecipient shall request a modification of the Recipient Agreement to update 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 5.04(b) of this Agreement, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.
- (d) If there are Project Cost Savings, then the Designated Subrecipient may propose to the Federal Agency and the Recipient, in writing consistent with the Administering Operating Administration's requirements, to include in the Project, specific additional activities that are within the scope of this award, as defined in section 1.01 of this Agreement and Schedule B, and that the Designated Subrecipient 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 Designated Subrecipient does not make a proposal under section 5.04(d), the Federal Agency does not accept the proposal under section 5.04(d), or the Recipient does not accept the Designated Subrecipient's proposal under section 5.04(d) then:
- 1) in a request under section 5.04(b), the Designated Subrecipient shall reduce the Federal Share by the Project Cost Savings; and
 - 2) if that modification reduces this award and the Federal Agency or Recipient had reimbursed costs exceeding the revised award, the Designated Subrecipient shall

refund to the Recipient the difference between the reimbursed costs and the revised award.

In this agreement, “Federal Share” means the sum of the total “Grant Funds” and “Other Federal Funds” amounts that are listed in section 3 of Schedule D.

- (f) The Designated Subrecipient acknowledges and agrees that amounts that are required to be refunded under section 5.04(e)(2) constitute a debt to the Federal Government that the Federal Agency and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 4.05 Federal Agency and Recipient Acceptance or Rejection of Changes.

- (a) The Federal Agency may accept or reject modifications requested under this Article 5, and in doing so may elect to consider only the interests of the Grant Program and the Federal Agency.
- (b) The Recipient may accept or reject modifications requested under this Article 5, and in doing so may elect to consider only the interests of the Grant Program and the Recipient.
- (c) The Designated Subrecipient acknowledges and agrees that requesting a modification under this Article 5 does not amend, modify, or supplement this Agreement unless:
 - 1) the Recipient accepts that modification request under section 15.02(b),
 - 2) the Federal Agency accepts the modification request under section 15.1 of the Recipient Agreement, and
 - 3) the Federal Agency and the Recipient each modify the Recipient Agreement under section 15.1 of the Recipient Agreement.

ARTICLE 5. GENERAL REPORTING TERMS

Section 5.01 Report Submission.

- (a) The Designated Subrecipient shall send all reports required by this Agreement to all Federal Agency contacts who are listed in schedule A of the Recipient Agreement and all Recipient contacts listed in schedule A.

Section 5.02 Alternative Reporting Methods.

- (a) The Administering Operating Administration and Recipient may establish processes for the Designated Subrecipient to submit reports required by this Agreement, including electronic submission processes.
- (b) If the Designated Subrecipient is notified of those processes in writing, the Designated Subrecipient shall use the processes required by the Administering Operating Administration and Recipient.

ARTICLE 6. PROGRESS AND FINANCIAL REPORTING

Section 6.01 Project Progress and Financial Reports and Recertifications.

- (a) The Designated Subrecipient will submit to FHWA project progress and financial reports and recertifications based on the frequency defined in the NOFO and section 8 of schedule A.
 - (i) If “Quarterly” or “Semiannual” are selected in section 8 of schedule A, then the reporting period and report submission due dates are defined in the table below.

Quarterly Reporting Periods			Semiannual Reporting Periods		
Reporting Period		Due Date	Reporting Period		Due Date
Quarter 1	January 1 – March 31	April 20	Half Year 1	January 1 – June 30	July 20
Quarter 2	April 1 – June 30	July 20	Half Year 2	July 1 – December 31	January 20 of the next calendar year
Quarter 3	July 1 – September 30	October 20			
Quarter 4	October 1 – December 31	January 20 of the next calendar year			

If “Annual” is selected in section 8 of schedule A, then the reporting period is from January 1 to December 31 and the Designated Subrecipient must submit reports to FHWA by January 20 of the next calendar year.

- (b) If the date of this agreement is in the final month of a calendar year reporting period, then the Designated Subrecipient shall submit the first Project Progress Report and Recertification in the subsequent reporting period that begins after the date of the Recipient Agreement.
- (c) The Designated Subrecipient shall submit to the FHWA a Project Progress Report and Recertification in the format and with the content described in exhibit C.

Section 6.02 Final Progress Reports and Financial Information.

- (a) No later than 120 days after the end of the period of performance, the Designated Subrecipient shall submit:
 - 1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit C for each Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - 2) any other information required under the Administering Operating Administration’s and Recipient’s award closeout procedures.

ARTICLE 7. PERFORMANCE REPORTING

Section 7.01 Baseline Performance Measurement.

- (a) If the Project Designation in section 4 of schedule F is “Capital,” “Construction,” or “Capital/Construction” then:
 - 1) The Designated Subrecipient 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 Designated Subrecipient shall submit a Baseline Performance Measurement Report that contains

the data collected under this section 7.01 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.

Section 7.02 Post-construction Performance Measurement.

- (a) If the Project Designation in section 4 of schedule F is “Capital,” “Construction,” or “Capital/Construction” then:
- 1) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency data for that performance measure; and 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 Designated Subrecipient shall collect 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 Designated Subrecipient 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.
 - 3) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 7.02, the Designated Subrecipient shall submit to the Federal Agency and Recipient a post-project Performance Measurement Report containing the data collected under this section 7.02 in the previous calendar year and stating the dates when the data was collected.
- (b) If an external factor significantly affects the value of a performance measure collected under section 7.02, then the Designated Subrecipient shall identify that external factor in the post-project Performance Measurement Report and discuss the external factor’s influence on the performance measure.

Section 7.03 Project Outcomes Report.

- (a) If the Capital Planning Designation in section 4 of schedule F is “Capital,” then the Designated Subrecipient shall submit to the Federal Agency and Recipient, not later than January 31 of the year that follows the final calendar year during which data was collected under section 7.02, 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-project performance measurement data that the Designated Subrecipient reported in the Baseline Performance Measurement Report and the post-project Performance Measurement Reports; and
 - 3) an *ex post* examination of project effectiveness relative to the baseline data that the Designated Subrecipient reported in the Baseline Performance Measurement Report.

Section 7.04 General Performance Measurements

- (a) For each performance measure that is enumerated in schedule G, the Designated Subrecipient shall ensure that all data collections under this article 7 are completed in a manner consistent with the description, location and other attributes associated with that performance measure in schedule G.

Section 7.05 Reporting Survival.

- (a) The data collection and reporting requirements in this article 7 survive the termination of this agreement.

ARTICLE 8. NONCOMPLIANCE AND REMEDIES

Section 8.01 Noncompliance Determinations.

- (a) If the Federal Agency or the Recipient determine that the Designated Subrecipient may have failed to comply with the United States Constitution, Federal law, the Recipient Agreement, this Agreement, the Terms and Conditions, or Exhibits, the Federal Agency or the Recipient may notify the Designated Subrecipient of a proposed determination of noncompliance. For that notice to be effective, it must be written and the Federal Agency or the Recipient 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 Designated Subrecipient may respond to the notice.
- (b) If the Federal Agency or Recipient notifies the Designated Subrecipient of a proposed determination of noncompliance under section 9.01(a), the Designated Subrecipient 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 Designated Subrecipient may:
 - 1) accept the remedy;
 - 2) acknowledge the noncompliance, but propose an alternative remedy; or
 - 3) dispute the noncompliance.

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

- (c) The Federal Agency or the Recipient may make a final determination of noncompliance only:
 - 1) after considering the Designated Subrecipient's response under section 9.01(b); or
 - 2) if the Designated Subrecipient fails to respond under section 9.01(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the Federal Agency or the Recipient must provide to the Designated Subrecipient a notice that states the bases for that determination.

Section 8.02 Remedies.

- (a) If the Federal Agency or the Recipient makes a final determination of noncompliance under section 9.01, the Federal Agency or the Recipient may take any remedies available to it, including:
 - 1) adding additional conditions or modifying existing conditions on the award;

- 2) exercising 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 Designated Subrecipient to the Federal Agency via the Recipient; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - 3) terminating the Agreement; or
 - 4) any other remedy legally available.
- (b) To impose a remedy, the Federal Agency or Recipient must provide to the Designated Subrecipient a written notice that describes the remedy but the Federal Agency or the Recipient may make the remedy effective before the Designated Subrecipient receives that notice.
- (c) If the Federal Agency or Recipient determine that it is in the public interest, the Federal Agency or Recipient may impose a remedy, including all remedies described in section 9.02(a), before making a final determination of noncompliance under section 9.01. If Federal Agency or Recipient do so, then the notice provided under section 9.01(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.02 or making a public interest determination under section 9.02(c), the Federal Agency or the Recipient may elect to consider the interests of only the Federal Agency or the Recipient, respectively.
- (e) The Designated Subrecipient acknowledges that amounts that the Federal Agency or Recipient requires the Designated Subrecipient to refund to the Federal Agency or Recipient, due to a remedy under this section 9.02 constitute a debt to the Federal Government that the Federal Agency or Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 8.03 Other Oversight Entities.

- (a) Nothing in this Article 9 limits any party's authority to report activity under this Agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 9. AGREEMENT TERMINATION

Section 9.01 Recipient Termination.

- (a) The Recipient may terminate this Agreement and of its obligations under this Agreement if any of the following occurs:
- 1) the Designated Subrecipient fails to timely obtain or timely provide any non-Grant contribution or alternatives approved by the Federal Agency and the Recipient 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 Designated Subrecipient fails to meet that milestone by six months after the date listed in Section 2 of Schedule C;
 - 3) the Designated Subrecipient 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 Designated Subrecipient fails to comply with 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 Designated Subrecipient;

- 5) circumstances cause changes to the Project that the Federal Agency or Recipient determines are inconsistent with the Federal Agency's basis for selecting the Project to receive a BIP Grant; or
- 6) the Federal Agency or Recipient determines that termination of this Agreement is in the public interest.
- (b) In terminating this Agreement under this section, the Recipient may elect to consider only the interests of the Recipient.
- (c) This section 10.01 does not limit the Recipient's ability to terminate this Agreement as a remedy under section 9.02.
- (d) The Designated Subrecipient may request that the Recipient terminate the Agreement under this section 10.01.

Section 9.02 Closeout Termination.

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that the Federal Agency 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.

Section 9.03 Post-Termination Adjustments.

- (a) The Designated Subrecipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the Agreement does not extinguish the Federal Agency's or Recipient's authority to disallow costs, including costs that the Federal Agency or Recipient reimbursed before termination, and recover funds from the Designated Subrecipient.

Section 9.04 Non-Terminating Events.

- (a) The end of the budget period described under in this Agreement does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (b) The end of the period of performance described in this Agreement does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (c) The cancellation of funds under this Agreement does not terminate this agreement or the Designated Subrecipient's obligations under this agreement."
- (d) The cancellation of funds under this Agreement does not terminate the Recipient Agreement or the Designated Subrecipient's obligations under the Recipient Agreement.

Section 9.05 Other Remedies.

- (a) The termination authority under this article 10 supplements and does not limit the Federal Agency's and Recipient's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340 or the Recipient's remedial authority under the Local Agency – Caltrans Master Agreement and the Project's Program Supplement Agreement.

ARTICLE 10. MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

Section 10.01 Designated Subrecipient Monitoring and Record Retention.

- (a) The Designated Subrecipient shall monitor activities under this subaward, including activities under other subawards and contracts, to ensure:
 - 1) that those activities comply with this agreement; and

- 2) that funds provided under this subaward are not expended on costs that are not allowable under this subaward or not allocable to this subaward.
- (b) If the Designated Subrecipient makes a subaward under this subaward, the Designated Subrecipient shall monitor the activities of their subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Designated Subrecipient shall retain records relevant to their subaward as required under 2 C.F.R. 200.334.

Section 10.02 Financial Records and Audits.

- (a) The Designated Subrecipient shall keep all project accounts and records that fully disclose the amount and disposition by the Designated Subrecipient of the subaward 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 Designated Subrecipient shall keep accounts and records described under section 11.02(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 title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Designated Subrecipient shall separately identify expenditures under the fiscal year(s) of the Grant in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Designated Subrecipient 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 the FY 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 in column c (“Additional Award Identification”).

Section 10.03 Internal Controls.

- (a) The Designated Subrecipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

Section 10.04 Federal Agency Record Access.

- (a) The Federal Agency and the Recipient may access Designated Subrecipient records related to this award under 2 C.F.R. 200.337.

Section 10.05 Title 23 Oversight Responsibilities.

- (a) This subaward is subject to the oversight requirements of title 23, United States Code.

ARTICLE 11. CONTRACTING AND SUBAWARDS

Section 11.01 Minimum Wage Rates.

- (a) The Designated Subrecipient shall include, in all contracts in excess of \$2,000 for work to be performed on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that

contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Section 11.02 Buy America.

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Administering Operating Administration.
- (b) The Designated Subrecipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
- (c) 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, subtitle A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Designated Subrecipient acknowledges and agrees that the Recipient Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (d) Under 2 C.F.R. 200.322, as appropriate and in accordance with applicable law, the Designated Subrecipient should, to the greatest extent practicable under this subaward, 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 Designated Subrecipient 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 subaward.

Section 11.03 Small and Disadvantaged Business Requirements.

- (a) The Designated Subrecipient shall expend the Grant funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.

Section 11.04 Engineering and Design Services.

- (a) The Designated Subrecipient 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 the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Designated Subrecipient and approved in writing by the Federal Agency.

Section 11.05 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The Designated Subrecipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Designated Subrecipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this subaward.

Section 11.06 Pass-through Entity Responsibilities.

- (a) If the Designated Subrecipient makes a subaward under this subaward, the Designated Subrecipient 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.

Section 11.07 Subaward and Contract Authorization.

- (a) If the Office for Subaward and Contract Authorization identified in section 6 schedule A is "FHWA Division," then the Designated Subrecipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.
- (b) If the Office for Subaward and Contract Authorization identified in section 6 of schedule A is "FHWA Office of Acquisition and Grants Management," then the Designated Subrecipient must follow the requirements in 2 CFR 200.308, 2 CFR 200.333, and 23 CFR 172, as applicable. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement of goods and services.

ARTICLE 12. COSTS, PAYMENTS, AND UNEXPENDED FUNDS

Section 12.01 Limitation of Federal Award Amount.

- (a) Under this subaward, the Federal Agency, Administering Operating Agency, and Recipient shall not provide funding greater than the amount obligated under section 4.03.
- (b) The Designated Subrecipient acknowledges that the Federal Agency, Administering Operating Agency, and the Recipient are not liable for payments exceeding that amount, and the Designated Subrecipient shall not request reimbursement of costs exceeding that amount.

Section 12.02 Projects Costs.

- (a) This subaward is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

Section 12.03 Timing of Project Costs.

- (a) The Designated Subrecipient shall not charge to the Grant subaward costs that are incurred after the budget period.
- (b) The Designated Subrecipient shall not charge to the Grant costs that were incurred before the date of this Agreement except as permitted under section 13.03(d).
- (c) This agreement hereby terminates and supersedes any previous Federal Agency, Administering Operating Agency, and Recipient approval for the Designated Subrecipient to incur costs under this subaward for the Project. Section 5 of schedule D is the exclusive Federal Agency or Administering Operating Agency approval of costs incurred before the date of this Agreement.
- (d) If section 4 of schedule D identifies an advance construction authorization under 23 U.S.C. 115 or identifies pre-award approval under 2 CFR 200.458, then the Designated Subrecipient may charge to the Grant award, for payment from the Grant or other Federal amounts, costs that were incurred before the date of the Recipient Agreement, complied with the terms of that authorization, and would have been allowable if incurred during the budget period.
- (e) Reserved.

Section 12.04 Designated Subrecipient Recovery of Federal Funds.

- (a) The Designated Subrecipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the Federal Agency, Administering Operating Agency, or Recipient determines, after consultation with the Designated Subrecipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award.

- (b) The Designated Subrecipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the subaward unless approved in advance in writing by the Federal Agency, Administering Operating Agency, and Recipient.

Section 12.05 Unexpended Federal Funds.

- (a) Any Federal funds that are awarded at section 4.01 but not expended on allocable, allowable costs remain the property of the United States.

Section 12.06 Timing of Payments to the Designated Subrecipient.

- (a) Reimbursement is the payment method for the Grant Program.
- (b) The Designated Subrecipient shall not request reimbursement of a cost before the Designated Subrecipient has entered into an obligation for that cost.
- (c) If the Payment System identified in Schedule A is "FMIS," then the Designated Subrecipient shall follow FMIS procedures to request and receive reimbursement payments under this award per the procedures outlined in the Caltrans Local Assistance Procedures Manual and related Office Bulletins.
- (d) The Federal Agency, Administering Operating Agency, and the Recipient may deny a payment request that is not submitted using the method identified in this section.

Section 12.07 Payment Method

- (a) The Federal Agency Payment System identified in section 6 of schedule A is "FMIS," thus the Designated Subrecipient shall follow the Recipient's Division of Local Assistance process and procedures to request and receive reimbursement payments under this award.
- (b) Reserved.
- (c) The Federal Agency and Recipient may deny a payment request that is not submitted using the method identified in this section 13.07.

Section 12.08 Information Supporting Expenditures.

- (a) If the Designated Subrecipient submits a request for reimbursement that the Federal Agency, Administering Operating Agency, or Recipient determine does not include or is not supported by sufficient detail, the Federal Agency, Administering Operating Agency, or Recipient may deny the request or withhold processing the request until the Designated Subrecipient provides sufficient detail.

Section 12.09 Reimbursement Frequency.

- (a) Once federal funds are encumbered and all funds have not yet been invoiced, the Designated Subrecipient shall invoice for eligible work performed the unexpended federal Project funds on Project, a minimum of once every 6 months, until the unexpended federal Project funds are exhausted or the project is complete.

ARTICLE 13. LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

Section 13.01 Liquidation of Recipient Obligations.

- (a) The Designated Subrecipient shall liquidate all obligations of award funds under this Agreement not later than the earlier of:
 - 1) 120 days after the end of the period of performance; or
 - 2) the statutory funds cancellation date identified in section 7 of schedule F.

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

ARTICLE 14. AGREEMENT MODIFICATIONS

Section 14.01 Bilateral Modifications.

- (a) The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by the Recipient and the Designated Subrecipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.
- (b) The Recipient Agreement may be amended, modified, or supplemented by mutual agreement in writing, signed by the Federal Agency and the Recipient. The Designated Subrecipient may request to amend, modify, or supplement the Recipient Agreement by written notice to the Federal Agency and the Recipient.

Section 14.02 Contact Modifications.

- (a) The Designated Subrecipient may update the contacts who are listed in Section 9 of Schedule A by written notice to all of the Federal Agency and Recipient contacts who are listed in sections 3 and 5 of schedule A.
- (b) The Recipient may update the Recipient contacts who are listed in Sections 3 of schedule A by written notice to all of the Designated Recipient contacts who are listed in section 9 of Schedule A.
- (c) Upon receiving notice from the Federal Agency of updated contact information for the Federal Agency, the Recipient will provide a copy of the Federal Agency's written notice to the Designated Subrecipient.

Section 14.03 Provisions that Conflict with Federal law.

- (a) If any provision of this Agreement conflicts with Federal law including the Program Statute, then the Federal law prevails.
- (b) Either party may notify the other party upon discovery that a provision conflicts with Federal law and the parties may agree to amend this Agreement in accordance with section 15.01.
- (c) Either party must provide written notice to the other party when it acts or refuses to act where its action or inaction conflicts with a provision of this Agreement but complies with Federal law.

Section 14.04 Other Modifications.

- (a) The parties shall not amend, modify, or supplement the Recipient Agreement or this Agreement except as permitted under sections 15.01, 15.02, or 15.03.
- (b) If an amendment, modification, or supplement is not permitted under sections 15.01, 15.02, or 15.03, it is void.

ARTICLE 15. CIVIL RIGHTS AND TITLE VI

Section 15.01 Title VI.

- (a) The purpose of sections 16.01(b)-16.01(c) is to ensure that the Designated Subrecipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.
- (b) If the Designated Subrecipient is a recipient of State DOT apportioned Federal-aid highway funding or a non-State DOT who has received other Federal funds and has a

current Title VI Plan on file with the Federal Agency and the Recipient, then the Designated Subrecipient shall submit to the Federal Agency and the Recipient before signing this grant agreement documentation showing that the Designated Subrecipient has a current Title VI Plan on file with the Federal Agency and the Recipient.

- (c) If the Designated Subrecipient is a non-State DOT and does not have a current Title VI Plan on file with the Federal Agency and the Recipient then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, the Federal Agency must complete a Title VI Assessment of the Designated Subrecipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, the Federal Agency and the Recipient may rely on the date of Title VI assurances provided with the signing of the grant agreement.
- (d) In this section 16.01, "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).

Section 15.02 Legacy Infrastructure and Facilities

- (a) 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 Designated Subrecipient 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 Designated Subrecipient 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 16. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

Section 16.01 Critical Infrastructure Security and Resilience.

- (a) In compliance with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Critical Infrastructure Security and Resilience (NSM-22), the Designated Subrecipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in the Recipient Agreement is "Elevated," then, not later than two years after the date of this agreement, the Designated Subrecipient shall submit to the Federal Agency and the Recipient a report that:
 - 1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and
 - 2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project; and
 - 3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project; and
 - 4) documents the results of a self-assessment of the Designated Subrecipient's cybersecurity posture and capabilities; and

- 5) describes any additional actions that the Designated Subrecipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

(c) Reserved.

ARTICLE 17. FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

Section 17.01 Uniform Administrative Requirements for Federal Awards.

- (a) The Designated Subrecipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

Section 17.02 Federal Law and Public Policy Requirements.

- (a) The Designated Subrecipient 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; and the Designated Subrecipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (b) The failure of this Agreement or the Recipient Agreement to expressly identify Federal law applicable to the Designated Subrecipient or activities under this Agreement does not make that law inapplicable.

Section 17.03 Implementation of Executive Order 14025.

- (a) Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), Schedule H, Labor and Work, documents the consideration of job quality and labor rights, standards, and protections related to the Project.

Section 17.04 Implementation of Executive Order 14173.

- (a) Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Designated Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (b) Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Designated Subrecipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

Section 17.05 Federal Freedom of Information Act.

- (a) The Federal Agency is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Designated Subrecipient acknowledges that the Technical Application, and materials submitted to the Federal Agency or the Recipient by the Designated Subrecipient related to this agreement may become Federal Agency and Recipient records subject to public release under 5 U.S.C. 552.

Section 17.06 History of Performance.

- (a) Under 2 C.F.R 200.206, any Federal Agency may consider the Designated Subrecipient's performance under this Agreement, the Recipient Agreement, or both, when evaluating the risks of making a future Federal financial assistance award to the Designated Subrecipient.

Section 17.07 Whistleblower Protection.

- (a) The Designated Subrecipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Designated Subrecipient 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 to this award.
- (b) The Designated Subrecipient 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.

Section 17.08 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 23, 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. 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 Designated Subrecipient 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) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as applicable to the Recipient.
 - 5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

Section 17.09 Incorporated Certifications.

- (a) The Designated Subrecipient makes the statements in the following certifications, which are incorporated by reference:
 - 1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 18. ASSIGNMENT

Section 18.01 Assignment Prohibited.

- (a) The Designated Subrecipient 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 19. WAIVER

Section 19.01 Waivers.

- (a) A waiver of a term of this Agreement granted by the Recipient will not be effective unless it is in writing and signed by an authorized representative of the Recipient.
- (b) A waiver of a term of this agreement granted by the Recipient on one occasion will not operate as a waiver on other occasions.
- (c) If the Recipient 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 20. ADDITIONAL TERMS AND CONDITIONS

Section 20.01 Effect of Urban or Rural Designation.

- (a) Based on information that the Designated Subrecipient provided to the Federal Agency, including the Technical Application, if Schedule F designates this award as an urban award or a rural award, as defined in the NOFO then the Designated Subrecipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

Section 20.02 Disclaimer of Liability.

- (a) The Federal Agency and the Recipient shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

Section 20.03 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Designated Subrecipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Designated Subrecipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Designated Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.

Section 20.04 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Designated Subrecipient, a subrecipient to the Designated Subrecipient, or a subrecipient, acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
 - 1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
 - 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, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - 3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration and Recipient.

- (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 Designated Subrecipient shall ensure compliance with this section 21.04 for all tiers of subawards under this award.

Section 20.05 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, Federal Agency.
- (b) Except as authorized under section 21.05(c), the Designated Subrecipient 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 Designated Subrecipient, the Environmental Review Entity provides the Designated Subrecipient with written notice that the environmental review process is complete.
- (c) If the Designated Subrecipient 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 Designated Subrecipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Designated Subrecipient acknowledges and agrees that:
 - 1) the Environmental Review Entity’s actions under section 21.05(a) depend on the Designated Subrecipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - 2) applicable environmental statutes and regulation may require the Designated Subrecipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) In compliance with 23 C.F.R. 771.105(a) and other Federal law, the Designated Subrecipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in the Recipient Agreement may inform environmental decision-making processes, but the parties do not intend the Recipient 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 Designated Subrecipient may request in writing and the Federal Agency and Recipient may amend the Recipient Agreement for consistency with the selected build alternative; or

- 2) if the Federal Agency or Recipient determine that the condition for termination is satisfied, the Federal Agency or the Administering Operating Agency or the Recipient may terminate the Recipient Agreement under the terms of this Agreement.
- (g) The Designated Subrecipient 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.

Section 20.06 Railroad Coordination.

- (a) If section 3 of schedule C includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Designated Subrecipient shall enter a standard written railroad coordination agreement, in compliance with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

ARTICLE 21. MANDATORY AWARD INFORMATION

Section 21.01 Information Contained in a Federal Award.

- (a) For 2 C.F.R. 200.211:
 - 1) the “Federal Award Date” is the date of the Recipient Agreement per its terms;
 - 2) the “Assistance Listings Number” is provided in schedule D and the “Assistance Listings Title” is “National Infrastructure Investments”; and
 - 3) This award is not for research and development.

Section 21.02 Federal Award Identification Number.

- (a) The Federal Award Identification Number (“FAIN”) will be generated when the Administering Authorizing Administration Division authorizes the project in FMIS.
- (b) The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS, once it is generated by the Federal Agency.
- (c) The Designated Subrecipient acknowledges the FAIN is on the FMIS project Authorization.

Section 21.03 Recipient’s Unique Entity Identifier.

- (a) The Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS or GrantSolutions, as applicable. The Recipient acknowledges that it has access to FMIS or Grant Solutions and can retrieve the unique entity identifier from FMIS or GrantSolutions, as applicable.
- (b) Reserved.

ARTICLE 22. CONSTRUCTION AND DEFINITIONS

Section 22.01 Schedules.

- (a) 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 Project Changes
Schedule F Grant Program Designations
Schedule G Grant Performance Measurement Information

Schedule H Labor and Work

Section 22.02 Exhibits.

- (a) The following exhibits, which are located in the document titled “Federal Highway Administration Exhibits to Competitive Grant Agreements,” dated April 16, 2025, and available at <https://www.fhwa.dot.gov/pgc/>, are part of this agreement:

Exhibit A Applicable Federal Laws and Regulations

Exhibit B Additional Standard Terms

Exhibit C Project Progress Reports and Recertifications: Format and Content

Exhibit D Form for Subsequent Obligation of Funds

Section 22.03 Construction.

- (a) In this Agreement:
- 1) unless expressly specified, a reference to a section or article refers to that section or article in this Agreement;
 - 2) a reference to a section or other subdivision of a schedule listed in section 23.01 will expressly identify the relevant schedule; and
 - 3) There are no references to articles or sections in this grant agreement that are not contained in schedules listed in section 23.01.
- (b) If a provision in the Terms and Conditions or the Exhibits conflicts with a provision in this Agreement, then this Agreement prevails.
- (c) If a provision in the Exhibits conflicts with a provision in the Terms and Conditions, then the provision in the Terms and Conditions prevails.

Section 22.04 Integration.

- (a) This agreement constitutes the entire agreement of the parties relating to the Grant and awards under that Grant program for the Project and supersedes any previous agreements, oral or written, relating to the Grant and awards under that Grant program for the Project.

Section 22.05 Definitions.

- (a) In this agreement, the following definitions apply:
- “Administering Operating Administration” means the Federal Highway Administration (FHWA).
- “Environmental Review Entity” is defined in Section 21.05(a).
- “Federal Share” means the sum of the total “RAISE Funds” and “Other Federal Funds” amounts that are listed in Schedule D.
- “Grant” means an award of funds that were made available through the NOFO.
- “Grant Program” means the 2022 Fiscal Year Bridge Investment Program (BIP) grant program.
- “NOFO” means the Grant Notice of Funding Opportunity number 693JJ322NF00009 posted online at Grants.gov, on June 10, 2022 and revised on July 12, 2022.
- “OFCCP” means the Department of Labor’s Office of Federal Contract Compliance Programs
- “OMB” is the Office of Management and Budget.

“Program Statute” means the collective statutory text in Schedule F.

“Project” means the project proposed in the Technical Application, as modified by the negotiated provisions of the Recipient Agreement.

“Project Closeout” means the date that the Federal Agency informs the Recipient that the award is closed out.

“Project Cost Savings” is defined in section 5.04(d).

“Recipient Agreement” means the “Federal Highway Administration FY 2022 Bridge Investment Program Schedules A through H to the FMIS Project Agreement for the Palm Avenue Interstate 805 Interchange Project” between the Federal Agency and the Recipient, which may be a grant agreement or project agreement in FMIS. All references to Schedules refer to the schedules of this Recipient Agreement.

“Technical Application” means the application identified in section 1 of schedule A of the Recipient Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“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).

ARTICLE 23. AGREEMENT EXECUTION AND EFFECTIVE DATE

Section 23.01 Counterparts.

- (a) This Agreement may be executed in counterparts, which constitute one document.
- (b) The parties intend each countersigned original to have identical legal effect.

Section 23.02 Effective Date.

- (a) This Agreement will become effective when all parties have signed it and the Recipient Agreement is executed.
- (b) This instrument constitutes a Grant when the Agreement becomes effective.

ARTICLE 24. Reserved.

ARTICLE 25. Reserved.

ARTICLE 26. Reserved.

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

COUNTY OF TEHAMA "DESIGNATED SUBRECIPIENT"

By: _____
Matt Hansen
Chair, Tehama County Board of Supervisors

Date

APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT

By: _____
Will Pike
Interim Public Works Director

Date

APPROVED AS TO FORM:

By: _____
Brittney Ziegler
Deputy County Counsel

Date

COUNTERSIGNED:

By: _____
Sean Houghtby,
Clerk of the Board

Date

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

CALIFORNIA DEPARTMENT OF TRANSPORTATION "RECIPIENT"

By: _____ Date _____
DEE LAM
Chief, Division of Local Assistance

AND

DAVE MOORE
District Director

Date