APPENDIX A
CONSOLIDATED CERTIFICATION FORM
Consolidated Certification Form

I. FOR ALL BIDS:
The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at:

A. Disadvantaged Business Enterprises (DBE) Certification
The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records
As required by 49 U.S.C. § 5325(g). The VENDOR agrees to provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress
The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest
The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels
The vendor agrees to:
1. Use privately owned US-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels;
2. Furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation
The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government
The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

H. Program Fraud and False or Fraudulent Statements or Related Acts
The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.
I. Contract Work Hours

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall
Include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

☐ The vehicle has been Altoona tested, report number:

☐ The vehicle is exempt from testing IAW 49 CFR 665.

☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.
O. Disputes, Breaches, Defaults, or Other Litigation
The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. Federal Interest in Recovery. The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. Enforcement. The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. Alternative Dispute Resolution. The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products
The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities
The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S.

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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III. REQUIRED CLAUSES FOR BIDS OVER $100,000:

The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER $100,000:

The vendor agrees to include the following in subcontracts exceeding $100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

☐ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.

☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

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B. Non-Lobbying

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Lobbying and Disclosure Certification

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V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

A. Construction or Architectural & Engineering Projects  □
B. Transit Operations or Management Projects  □
C. Intelligent Transportation System or Research & Development  □

VI. CERTIFICATION TO PURCHASER:

A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

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Description of Commodity or Service

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<th>Disadvantaged Business Enterprise Information</th>
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<td>Is your firm a DBE? □ (yes) □ (no)</td>
<td>□ Sole Proprietorship □ General Proprietorship</td>
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<td>If yes, what type?</td>
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<td>□ Limited Proprietorship</td>
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APPENDIX B
GENERAL CLAUSES AS PER 4220.1F.IV.2
Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. §5311 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 10-10, which provide that recipients and subcontractors of Federal funds and their contractors are required to use U.S. flag air carriers to U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such transportation is available, or foreign air carriers in a manner necessary, as defined by the Fly America Act. The Contractor shall, if a foreign air carrier was used, an appropriate certificate or endorsement adequately explaining why a service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Bay America

The Contractor agrees to comply with 49 U.S.C. §5325(i) and 46 CFR Part 661, which provides that Federal funds may not be obligated unless stated, insured, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and include that a facility in the United States for 15 passenger vans and 10 passenger vans produced by Chrysler Corporation, microcomputer equipment, software, and email purchase material on which $30,000 or under is a part of the total cost. The Contractor shall meet the standards and regulations of the United States Department of Transportation, the Federal Aviation Administration, or other U.S. Government agencies, as appropriate. The Contractor shall provide the required documentation to the government or the FTA.

Charter Service Operations

The Contractor agrees to comply with 49 U.S.C. §33209 and 46 CFR Part 64A, which provides that recipients and subcontractors of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter carrier willing and able to provide the service, except under the exceptions at 40 CFR 64A.5. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations

Pursuant to 49 U.S.C. §33200, 49 CFR Part 605, recipients and subcontractors of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exceptions. When operating exclusive school bus service under an allowable exception, recipients and subcontractors may not use federally funded equipment, vehicles, or facilities.

Cargo Preference—Use of United States-Flag Vessels

The Contractor agrees to use exclusively owned United States-Flag commercial vessels to ship at least 60 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo tankers, and oil tankers) on vessels chartered by the government for transportation of U.S. mail (as well as other cargo) in foreign ports of call or which can be used for the transportation of U.S. mail, unless the Contractor certifies in writing to the contrary that the use of such vessels is not feasible because of operational, financial, or other factors. The Contractor shall submit a written statement to the FTA indicating the vessel's capability to transport U.S. mail.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulations. The Contractor also agrees to ensure that all work performed under the contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act.

Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. The Contractor agrees to report each violation to the FTA and understand and agrees that the FTA, in turn, report each violation to ensure that the Contractor is in compliance with the regulations. The FTA will, in turn, report each violation to ensure that the Contractor is in compliance with the regulations.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. §5325(i) and FTA's implementing regulation at 49 CFR Part 661 and submit to the Contractor the requirements of the Act.

Bay America

The Contractor agrees to comply with 49 U.S.C. §5325(i) and FTA's implementing regulation at 49 CFR Part 661 and submit to the Contractor the requirements of the Act.

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The Contractor agrees to comply with 49 U.S.C. §5325(i) and FTA's implementing regulation at 49 CFR Part 661 and submit to the Contractor the requirements of the Act.
Access to Records:

1. The following access to records requirements apply to this Contract:
   - Where the Purchaser is not a State but a local government and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 18.80(3), this Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of the authorized representatives of any of the above, access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, appraisals and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 60.7, to provide the FTA Administrator or his authorized representatives access to any construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(6), which is receiving financial assistance through the program described at 49 U.S.C. 5302, 5302a, 5306, 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the FTA Administrator or his authorized representatives, including any FMD Contract organizers for the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(b), which is receiving financial assistance through the program described at 49 U.S.C. 5302, 5302a, 5306, 5311. By execution, a major capital project is defined as being less than or equal to five hundred million dollars in accordance with 49 C.F.R. 633.17(e).

3. Where the Contractor to maintain integrity of the offer in a competitive bid, the contract or for other than itself or under the simplified acquisition threshold and for an institution of higher education, a hospital or non-profit organization or any of the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of the authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, appraisals and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subrecipient of the FTA Recipient in accordance with 49 U.S.C. 5302(b) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(b)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized citizen or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts or transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which cases Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of the authorized representatives, have disclosed all of such litigation, appeals, claims or other matters involved. Reference 49 C.F.R. 18.80(3)(1).

7. FTA contract requires the retention of these requirements in subcontracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those relating to the Agreement from FTA MA dated 8/10/88 between FTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

Bid Bond Requirements (Construction):

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 49 CFR, part 253 as possessing a Certificate of Authority as described in subsection (b).

(b) Rights & Duties

It is understood and agreed by (Recipient) that the right is reserved by (Recipient) to reject any and all bids, or parts thereof, which (Recipient) may not be within work or for a period longer than 360 days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed by (Recipient) to reject any and all bids, or parts thereof, which (Recipient) may not be within the work or for a period longer than 360 days subsequent to the opening of bids, without the written consent of (Recipient).

(c) Performance Bond

The Contractor is required to obtain a performance bond in a sum not less than the full amount of the contract price or $5 million, whichever is greater. The failure of the Contractor to complete the work as specified in the plans and specifications in accordance with the requirements of the contract agreement shall result in the forfeiture of the performance bond. The Contractor shall have the right to appeal any decision of (Recipient) regarding the performance bond.

(d) Payment Bond

The Contractor is required to obtain a payment bond in a sum not less than 100% of the contract price or $5 million, whichever is greater. The failure of the Contractor to pay all sums due to any subcontractor or material supplier in accordance with the requirements of the contract agreement shall result in the forfeiture of the payment bond. The Contractor shall have the right to appeal any decision of (Recipient) regarding the payment bond.

Performance and Payment Bonding Requirements (Construction):

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance Bond

1. The minimum amount of the bond shall be 100% of the contract price or $5 million, whichever is greater. The failure of the Contractor to complete the work as specified in the plans and specifications in accordance with the requirements of the contract agreement shall result in the forfeiture of the performance bond. The Contractor shall have the right to appeal any decision of (Recipient) regarding the performance bond.

(b) Payment Bond

1. The minimum amount of the bond shall be 100% of the contract price or $5 million, whichever is greater. The failure of the Contractor to pay all sums due to any subcontractor or material supplier in accordance with the requirements of the contract agreement shall result in the forfeiture of the payment bond. The Contractor shall have the right to appeal any decision of (Recipient) regarding the payment bond.

Performance and Payment Bonding Requirements (Non-Construction):

The Contractor may be required to obtain performance and payment bonds from time to time, the interest of the bonds may vary, the amount of the bonds may vary, and the manner of obtaining the bonds may vary, in accordance with the requirements of the contract agreement.

Patent Infringement Bonding Requirements (Patent Indemnity):

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The recipient shall determine the amount of the indemnity bond to be furnished by the Contractor.

Warranty of Work and Materials:

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of high quality and new unless otherwise specified by (Recipient), free from faults and defects of all kinds in workmanship or material, and in conformance with the Contract Documents. The Contractor shall be responsible for these standards shall be considered genuine. If required by the (Recipient) Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
Contractor shall, prior to the release of Final Payment [as provided in Item 3 below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to [Purchaser] written by the same corporate entity that provides the Performance Bond and Labor and Material Payment Bond. The Contractor shall ensure that these Bonds comply with the provisions of the Subcontractor and other relevant laws and regulations, and shall maintain these Bonds in effect for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE-HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted under Item 10.

Clear Air

The Contractor agrees to comply with all applicable standards, codes and regulations related pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Purchaser and Purchaser agrees and states that the Purchaser will, in turn, report each violation as required to assure notification to EPA and the appropriate EPA Region's Office.

(1) The Contractor also agrees to include these requirements within each subcontract exceeding $100,000 executed in whole or in part with Federal assistance provided by EPA.

Reclaimed Materials -

The Contractor agrees to comply with all the requirements of Section 8030 of the Resource Conservation and Recovery Act (RCRA), as amended, including, but not limited to the requirements (provisions of 40 CFR Part 247, and Executive Order 12085), as they apply to the procurement of the Item designated in Support Item 8 of CFR Part 247.

(1) Minimum wages -

(a) At laborers and mechanics employed or working upon the site of the work for the United States Government and under the United States Housing Act of 1937 or under the Housing Act of 1949 (in the construction and development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or setoff on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bonus fringe benefits or cash equivalents thereto as may be earned by the laborers and mechanics in accordance with the terms of the work.

(b) The Contractors must pay and keep on hand, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contracts made or costs reasonably anticipated for bona fide fringe benefits under section 1902 of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) of this section, also, regular contributions made or costs insured for more than a weekly period (but not less often than quarterly) under plans, funds, or programs in connection with the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to size, except as provided in 29 CFR Part 5, Subpart D. Vendors or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the entire amount of fringe benefits paid in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-121) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(4) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined in 29 CFR § 5.20(k)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR § 5.20(k)(4), such a classification prevails in the area in which the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification are insufficient, or their representatives, and the contracting officer agrees on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so notify the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so notify the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(2) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(i) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate established in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly equalization thereof.

(b) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic a amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the carrying out of obligations under the plan or program.

(c) If the contractor shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification are insufficient, or their representatives, and the contracting officer agrees on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so notify the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so notify the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(i) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding -

The [insert name of grantor] shall, upon its own action or upon written request of an authorized representative of the Department of Labor withheld or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other laboriously-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay apprentices and mechanics, including apprentices, helpers, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic or other person or other person for the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction and development of the project), or all of the wages required by this contract, the Federal agency or any other person, as may be directed by the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records relations thereof shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all labor and mechanics working at the site (or under the United States Housing Act of 1937, or under the Public Housing Act) of the project. Such records shall contain the names, addresses, and social security number of each workman, his or her current classification, hours rates of wages paid, including rates of contributions or costs anticipated for social security taxes in accordance of the laws of the State of California. All entries shall be made on a daily basis and shall specify the type of work performed by the workman and the dates of his work. The contractor shall submit for audit any payroll records maintained in accordance with the requirements of the Davis-Bacon Act. All payrolls shall be maintained at the job site and shall be subject to the approval of the laborers and mechanics affected, and records which show the amount paid the workmen or mechanics in providing services under a payroll record approved by the Secretary of Labor under section 103(b)(5) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such services is reasonable, that the plan of program is financially feasible, and that the program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or actually incurred in providing such services. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of such programs and documentation of hours programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(4)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the nearest office of the Department of Labor under the United States Housing Act. The payrolls shall be from the official and carefully and completely all of the information required to be maintained under 29 CFR part 6. This information may be submitted in any form desired. Optimal Form WH-347 for this purpose may be obtained from the Superintendent of Documents (Federal Supply Number 008-005-00941-3), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(6) Each payroll summary shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall verify the following:

1. That the payroll for the pay period contains the information required to be maintained under 29 CFR part 6 and that such information is correct and complete:

2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the contract during the pay period has been paid wages in an amount not less than the applicable wage rate or fringe benefits or cash equivalents calculated at the standards set forth in the regulations, 29 CFR part 6:3:

3. That each laborer or mechanic has been paid no less than the applicable wage rate or fringe benefits or cash equivalents calculated at the standards set forth in the regulations, 29 CFR part 6:

(7) The weekly submission of a properly executed certification statement forth on the reverse side of Optimal Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(4)(i)(V) of this section.

(8) The certification of any of the above certifications shall be submitted by the contractor or subcontractor to the Department of Labor under section 103(b)(4)(B) of the United States Housing Act.

(9) The subcontractor or subcontractor shall make the records required under paragraph (a)(4)(i)(V) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Labor or the United States Housing Act, or under the United States Housing Act, or under the United States Housing Act, and shall permit such representatives to examine, copy, or transcribe the records and to conduct such interviews as may be necessary to determine the compliance of the subcontractor or subcontractor with the requirements of this section.

(10) Any contractor or subcontractor which has in its possession any records or documents relating to the payment of wages or the payment of the laborers and mechanics employed in the construction of the project, shall make such records or documents available upon request of the Secretary of Labor or any authorized representative of the Secretary of Labor.

(11) Appointments and trainees — Appointments — Apprenticeship will be permitted to work at least 15 hours per week to complete the required 2,000 hours of work experience. A 4-year apprenticeship program may be established to meet the requirements of the Department of Labor, and shall be permitted to work a maximum of 40 hours per week for the period of the apprenticeship program.
Department of Labor, the employers or their representatives.

(12) Certification of eligibility -
(1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor or a person or firm eligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.1(b)(1).
(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.1(b)(1).

(13) Overtime requirements -
(1) No contractor or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require any person or employee in any warehouse in which he or she is employed to work in excess of forty hours in any week, and unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such week.

(14) Violations; liability for unpaid wages; liquidated damages -
In the event of any violation of the clauses set forth in paragraph (e) of this section, the contractor shall be liable for the unpaid wages. In addition, such contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (e) of this section, in the sum of $50 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (e) of this section.

(15) Withholding for unpaid wages and liquidated damages -
The bank or the named bank or banks shall appear upon the bond, if surety bond, or upon written request of an authorized representative of the Department of Labor, without notice or cause to be withheld, from any account of work performed by the contractor or subcontractor under any contract or any other Federal contract with the same prime contractor, or any other subcontracted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (o) of this section.

(16) Subcontracts -
The contractor or subcontractor shall insert in any subcontract that the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier for such subcontract. The prime contractor shall be responsible for compliance by any subcontractor to lower tier subcontractor with the clauses set forth in this section. (Section 102 construction contracts should have the following provision)

(17) Payroll and time records -
(a) Payroll and time records relating to the performance of the work shall be maintained for a period of three years for such time as may be required thereafter for the defense of any labor or other suit or action at the time of the work, as required by the United States Housing Act of 1927, or the Housing Corporation or development of this project. Such records shall contain the name, address, and social security number of each worker, his or her contact classification, hourly rates of wages paid (including regular and overtime), the number of hours worked each week and the equivalent thereof of the type described in section 15(a)(2) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor finds under section 15(a)(1) or (2) of the Davis-Bacon Act that the wages of any laborer or mechanic involved in the contract are in excess of any cost reasonably anticipated. In providing benefits under a plan or program described in section 1802(a) of the Davis-Bacon Act, the contractor shall maintain records which show that the benefits so provided are on a pro-rata basis. The contractor shall maintain records which will show that the benefits are provided on a pro-rata basis. The contractor shall maintain records which will show that the benefits are provided on a pro-rata basis.

(b) Subcontracts - The contractor also agrees to include all the requirements of this section in each subcontract. The term "subcontractor" under this section is defined to refer to a person who agrees to perform any part of the labor or material requirements of any contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed by a person or firm or on a construction site.

(c) Notice - The contractor also agrees to include the following requirements in each subcontract for the purchase of supplies or materials and articles listed in the applicable program:

Compliance with Contract requirements -
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there are no specific statutory or regulatory requirements for additional mandatory language, no additional clauses are necessary.

No Obligation by the Federal Government -
(1) The contractor and subcontractor agree that, notwithstanding any provision of the Federal Government to enter into the contract, the contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

Program Fraud and False or Fraudulent Statements or Related Acts -
(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3729 et seq., and the Program Fraud Civil Remedies Act of 1989, 31 U.S.C. § 3729, are applicable to this Project and that the contractor may be subject to sanctions under such law.

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The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Since there are no specific statutory or regulatory requirements for additional mandatory language, no additional clauses are necessary.
s. Opportunity to Cure (General Provisions) The (Recipient) in its discretion may, in the case of a termination for breach or default, allow the Contractor (in appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which the Contractor has an opportunity to cure the defect. If the Contractor fails to comply with the requirements for cure of the defect in a timely manner, the (Recipient) may terminate the Contract for breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor of written notice from the (Recipient) of such breach or default. (Recipient) shall have the right to terminate the Contract without any further obligations to the Contractor. Any such notice of default for non-pay should not be given by any way of prejudice to the Contractor and shall not be used as evidence of the Contractor's bona fide belief that the contractor is in breach of contract.

d. Waiver of Remedies For any breach in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in part, if it is in the government's interest, if it is difficult to terminate, even if the Contractor shall be liable only for payment under this payment provision of this contract for services rendered during the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension of the time for the delivery of such supplies or for the performance of the services, the (Recipient) shall terminate this contract and deliver to the Contractor a Notice of Termination terminating this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor shall be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the obligations and the rights of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension of such contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The (Recipient) shall be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the obligations and the rights of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract or any extension of such contract, the (Recipient) may terminate this contract for default. The (Recipient) may terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor shall be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the obligations and the rights of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the convenience of the (Recipient) because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of such notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the (Recipient) all data, drawings, specifications, records, estimates, summaries, and other information and materials accumulated in performing the work, whether completed or in process. If the termination is for the convenience of the (Recipient), the (Recipient) will make all payments for work completed. If the termination is for the convenience of the Contractor, the (Recipient) shall be liable for any additional cost incurred by the (Recipient).

j. Termination for Convenience of Default (One-Time Contracts) The (Recipient) may terminate this contract, in whole or in part, by sending a notice of termination to the Contractor. The notice shall state that the termination is for nonpayment of the Contractor or the failure of the Contractor to perform sufficient services to offset the cost of the contract. If the notice is for nonpayment, the (Recipient) shall state the manner in which the contractor has failed to perform the required services. If the notice is for failure of the Contractor to perform, the (Recipient) shall state the terms of the contract and the nature of the failure. If the failure is for nonpayment, the (Recipient) shall state the terms of the contract and the nature of the failure. If the failure is for failure to perform, the (Recipient) shall state the terms of the contract and the nature of the failure.

k. Termination for Convenience of Default (Group-Time Contracts) The (Recipient) may terminate this contract, in whole or in part, by sending a notice of termination to the Contractor. The notice shall state that the termination is for nonpayment of the Contractor or the failure of the Contractor to perform sufficient services to offset the cost of the contract. If the notice is for nonpayment, the (Recipient) shall state the manner in which the contractor has failed to perform the required services. If the notice is for failure of the Contractor to perform, the (Recipient) shall state the terms of the contract and the nature of the failure. If the failure is for nonpayment, the (Recipient) shall state the terms of the contract and the nature of the failure. If the failure is for failure to perform, the (Recipient) shall state the terms of the contract and the nature of the failure.
(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (a), (b), and (c) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(ii) Unlawful. A contractor or subcontractor, the Contractor agrees to include those requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

8. Plant Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(a) General. If FTA determines that the Contractor has acted in any way that is inconsistent with the provisions of this Attachment, FTA may suspend or terminate the contract for its convenience, at any time, upon written notice to the Contractor.

(b) Test Employees - Contractors must ensure that all employees involved in any portion of a contract are trained in the safe and efficient operation of the equipment and that they are aware of the potential hazards associated with the use of the equipment.

(c) Safety - Contractors must ensure that all employees involved in any portion of a contract are trained in the safe and efficient operation of the equipment and that they are aware of the potential hazards associated with the use of the equipment.

(d) Data Development - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.

(e) Application - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.

(f) Disadvantaged Business Enterprise (DBE) - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.

(g) Drug and Alcohol Testing - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.

(h) Drug and Alcohol Testing - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.

(i) Drug and Alcohol Testing - Contractors must ensure that all data developed by the Contractor or subcontractor is identified as such and is not used to supplement or replace the data provided by the Federal Government or any other government agency.