

APPENDIX A

FEDERAL CONTRACT REQUIREMENTS

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
3. ACCESS TO RECORDS, REPORTS, AND AUDITS
4. CHANGES TO FEDERAL REQUIREMENTS
5. TERMINATION
6. CIVIL RIGHTS, NONDISCRIMINATION, AND FEDERAL ANTI-DISCRIMINATION
7. DISADVANTAGED BUSINESS ENTERPRISES AND PROMPT PAYMENT
8. INCORPORATION OF FTA TERMS
9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
10. REMEDIES FOR BREACH AND DISPUTE RESOLUTION
11. BYRD ANTI-LOBBYING AMENDMENT
12. CLEAN AIR AND CLEAN WATER
13. PROCUREMENT OF RECOVERED MATERIALS
14. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS
15. SAFE OPERATION OF MOTOR VEHICLES
16. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT
17. DOMESTIC PREFERENCES AND BUILD AMERICA, BUY AMERICA
18. FTA BUY AMERICA REQUIREMENTS
19. NOTIFICATION OF FRAUD, WASTE, ABUSE, OR MISCONDUCT
20. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT
21. FEDERAL LAW, FREE SPEECH, AND RELIGIOUS LIBERTY
22. ENERGY CONSERVATION
23. ACCESSIBILITY
24. VETERANS EMPLOYMENT PREFERENCE
25. CARGO PREFERENCE - UNITED STATES-FLAG COMMERCIAL VESSELS
26. BONDING REQUIREMENTS
27. DAVIS-BACON AND RELATED ACTS - 29 CFR § 5.5(a) REQUIRED CONTRACT CLAUSES
28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 29 CFR § 5.5(b)

APPLICABILITY AND FLOW-DOWN

These Federal requirements are incorporated into the solicitation and any resulting contract financed in whole or in part with Federal Transit Administration assistance. The Contractor shall include each applicable provision in every subcontract and lower-tier agreement as required by the provision. Applicable Federal law and the FTA Master Agreement incorporated into CARTA's Federal award control in the event of a conflict.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor 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.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that 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 CFR Part 31, apply to its actions pertaining to this Project. By executing the contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement, submission, certification, assurance, or representation it makes or causes to be made concerning the contract or the FTA-assisted Project.

(2) The Contractor acknowledges that a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation may subject the Contractor to civil remedies and criminal penalties under applicable Federal law, including 18 U.S.C. § 1001, 31 U.S.C. §§ 3729 et seq. and 3801 et seq., and 49 U.S.C. § 5323(l).

(3) The Contractor shall include this clause in each subcontract financed in whole or in part with FTA assistance, modified only as necessary to identify the affected parties.

3. ACCESS TO RECORDS, REPORTS, AND AUDITS

The Contractor shall provide CARTA, FTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and their authorized representatives access to all books, documents, papers, electronic files, construction sites, and records that are directly pertinent to this contract for the purpose of audits, examinations, excerpts, transcriptions, inspections, and monitoring. The Contractor shall permit reproduction of such records by any means reasonably necessary.

The Contractor shall maintain all required contract records for at least three years after final payment and closure of all pending matters, or for any longer period required by 2 CFR § 200.334, the FTA Master Agreement, applicable law, litigation, claims, audits, or the contract. The Contractor shall require each subcontractor at every tier to provide the same access and retain records for the same period. These requirements are in addition to the certified payroll and labor-record requirements stated elsewhere in this Appendix.

4. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable Federal laws, FTA regulations, policies, procedures, directives, and the FTA Master Agreement incorporated into CARTA's Federal award, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract.

5. TERMINATION

(a) Termination for Convenience. CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when CARTA determines termination is in its interest. The notice shall state the effective date and extent of termination. The Contractor shall stop affected work, terminate affected subcontracts as directed, protect and preserve property, and complete all reasonable closeout actions. Subject to the Contract Documents, the Contractor shall be paid for accepted work performed through the effective date, reasonable closeout costs, and other amounts properly due, less previous payments and amounts recoverable by CARTA.

(b) Termination for Default. CARTA may terminate this contract, in whole or in part, if the Contractor fails to prosecute the Work diligently, fails to complete within the required time, fails to comply with the Contract Documents, or otherwise materially breaches the contract. CARTA may complete the Work by such means as it determines appropriate and recover resulting costs and damages from the Contractor and its sureties. If a termination for default is later determined to have been improper, it shall be treated as a termination for convenience.

(c) Opportunity to Cure. When CARTA determines that an opportunity to cure is appropriate, CARTA may provide written notice identifying the breach and the time allowed for cure. Failure to cure to CARTA's satisfaction within the stated period may result in termination and pursuit of all available remedies. Nothing in this paragraph requires CARTA to provide an opportunity to cure before exercising rights available under the Contract Documents or applicable law.

6. CIVIL RIGHTS, NONDISCRIMINATION, AND FEDERAL ANTI-DISCRIMINATION

(1) The Contractor shall comply with applicable Federal civil rights laws, regulations, and requirements and shall not discriminate on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age in the performance of this contract, employment, or the selection and retention of subcontractors. Applicable authorities include Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; 49 U.S.C. § 5332; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; and applicable implementing regulations.

(2) Pursuant to section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Contractor agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the Federal Government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4).

(3) Pursuant to section 3(b)(iv)(B) of Executive Order 14173, by entering into this contract, the Contractor certifies that it does not operate any programs promoting diversity, equity, and inclusion initiatives that violate any applicable Federal anti-discrimination laws.

(4) The Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only as necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISES AND PROMPT PAYMENT

(a) This contract is subject to 49 CFR Part 26. No project-specific DBE contract goal has been established. DBE participation will be counted as race-neutral participation.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure to carry out these requirements is a material breach of this contract, which may result in termination or such other remedy as CARTA deems appropriate. Each subcontract must include the assurance in this paragraph.

(c) The Contractor shall report DBE and non-DBE subcontract participation and payments in the form and frequency required by CARTA.

(d) The Contractor shall pay each subcontractor for satisfactory performance no later than ten (10) calendar days after the Contractor receives payment from CARTA for that work. The Contractor shall pay all undisputed retainage owed to a subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed, regardless of whether CARTA has paid retainage to the Contractor. The Contractor shall not postpone or delay an undisputed payment without good cause and CARTA's prior written consent.

(e) The Contractor shall include the prompt-payment and retainage requirements in every subcontract. Failure to comply may result in withholding of payment, suspension of work, default, termination, or other available remedies.

8. INCORPORATION OF FTA TERMS

The preceding provisions include certain terms and conditions required by U.S. DOT and FTA. All contractual provisions required by applicable Federal law, the FTA Master Agreement applicable to CARTA's award, 2 CFR Part 200, and FTA Circular 4220.1G are incorporated into this contract. Applicable FTA-mandated terms control in the event of a conflict. Incorporation by reference does not relieve the Contractor of compliance with any expressly stated clause or certification.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements 2 CFR Part 180. These provisions apply to each covered transaction at any tier. The Contractor shall verify that it, its principals, affiliates, and covered subcontractors are not suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from participation in Federally assisted transactions.

By signing and submitting its bid, the bidder certifies that the certification in this clause is a material representation of fact relied upon by CARTA. The bidder and Contractor shall comply with 2 CFR Parts 180 and 1200 throughout the period of the bid and resulting contract and shall include a provision requiring such compliance in each lower-tier covered transaction.

10. REMEDIES FOR BREACH AND DISPUTE RESOLUTION

Disputes arising in performance of this contract that are not resolved by agreement shall be decided in writing in accordance with the claims and dispute procedures in the Contract Documents. Unless otherwise directed by CARTA, the Contractor shall continue performance while matters in dispute are being resolved.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. CARTA may impose appropriate administrative, contractual, or legal remedies, sanctions, and penalties when the Contractor violates or breaches contract terms.

11. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the following certification. Each tier shall certify to the tier above and disclose lobbying with non-Federal funds. Disclosures shall be forwarded from tier to tier to CARTA using Standard Form-LLL when required.

CERTIFICATION REGARDING 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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, 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 imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to the civil penalties provided by law.

Date	
Signature	
Company	
Name	
Title	

12. CLEAN AIR AND CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251–1387. The Contractor shall report each violation to CARTA, and CARTA will report violations to FTA and the appropriate EPA Regional Office.

(2) The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

13. PROCUREMENT OF RECOVERED MATERIALS

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 40 CFR Part 247; and 2 CFR § 200.323. The Contractor shall procure designated items containing the highest percentage of recovered materials practicable, consistent with maintaining satisfactory competition, when the purchase price exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. The Contractor shall procure solid-waste management services in a manner that maximizes energy and resource recovery and shall include this requirement in applicable subcontracts and purchase orders.

14. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

By signing and submitting its bid, the bidder certifies that it: (A) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) was not convicted of a felony criminal violation under any Federal law within the preceding 24 months. If the bidder cannot make this certification, it shall disclose that fact to CARTA with its bid. CARTA will refer the matter to FTA and will not enter into a contract without FTA's written approval. The Contractor shall flow this requirement down to participants at all lower tiers without regard to the value of the subagreement.

15. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat-belt-use policies and programs for employees and other personnel operating company-owned, company-rented, or personally operated vehicles in connection with this contract.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies banning text messaging while using an employer-supplied electronic device and while driving a vehicle owned, leased, or rented by the Contractor or a privately owned vehicle on official business connected with this contract. The Contractor shall include this special provision in each subcontract at every tier supported with FTA assistance.

16. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

Consistent with 2 CFR § 200.216 and section 889 of Public Law 115-232, the Contractor must not: (a) provide covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, in performance of this contract; or (b) use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, except as expressly permitted by applicable Federal law. The Contractor shall include this prohibition in applicable subcontracts and purchase orders.

17. DOMESTIC PREFERENCES AND BUILD AMERICA, BUY AMERICA

(a) The Contractor shall comply with 2 CFR § 200.322 and 2 CFR Part 184. To the greatest extent practicable and consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This requirement shall be included in all applicable subcontracts and purchase orders.

(b) Construction materials incorporated into the Project are subject to the Build America, Buy America preference unless an applicable waiver has been issued. Under 2 CFR § 184.6, the applicable domestic manufacturing standards are: non-ferrous metals—manufacturing from initial smelting or melting through final shaping, coating, and assembly in the United States; plastic and polymer-based products—all manufacturing from initial combination of constituent inputs through final form in the United States; glass—manufacturing from initial batching and melting through annealing, cooling, and cutting in the United States; fiber optic cable—all manufacturing from ribboning, buffering, stranding, and jacketing in the United States, together with the applicable glass and optical-fiber standards; optical fiber—from preform fabrication through completion of the draw in the United States; lumber—from initial debarking through treatment and planing in the United States; drywall—from initial blending through cutting and drying in the United States; and engineered wood—from initial combination of constituent materials through final form in the United States.

(c) Compliance with FTA Buy America under 49 CFR Part 661 does not eliminate separate compliance with 2 CFR Part 184 for construction materials.

18. FTA BUY AMERICA REQUIREMENTS

The Contractor shall comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661. Except as provided by an FTA waiver, all steel, iron, and manufactured products used in the Project must be produced in the United States in accordance with 49 CFR § 661.5. The Contractor shall not substitute a noncompliant item after award without CARTA's prior written approval and an applicable FTA waiver. These requirements shall be included in all applicable subcontracts and purchase orders.

Each bidder must submit one of the following certifications with its bid. A bidder may not change its certification after bid opening.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date	
Signature	
Company	
Name	
Title	

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date	
Signature	
Company	
Name	
Title	

19. NOTIFICATION OF FRAUD, WASTE, ABUSE, OR MISCONDUCT

The Contractor shall promptly notify CARTA, the FTA Chief Counsel or FTA Regional Counsel for Region IV, and the U.S. Department of Transportation Office of Inspector General if the Contractor has knowledge of potential fraud, waste, abuse, or misconduct occurring on an FTA-assisted Project. This includes potential false claims or criminal or civil violations involving fraud, conflict of interest, bid rigging, misappropriation, embezzlement, bribery, gratuities, or similar misconduct. The Contractor shall flow this requirement down to applicable lower-tier participants.

20. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The Contractor shall promptly notify CARTA of any current or prospective legal matter that may affect CARTA or the Federal Government, including a major dispute, breach, default, litigation, or the naming of the Federal Government as a party. This requirement shall flow down to each lower-tier agreement that is a covered transaction under 2 CFR §§ 180.220 and 1200.220.

21. FEDERAL LAW, FREE SPEECH, AND RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal law, and statutory and public-policy requirements, including requirements protecting free speech, religious liberty, public welfare, and the environment and prohibiting discrimination.

22. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act and with any applicable FTA energy-assessment requirements.

23. ACCESSIBILITY

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, and U.S. DOT/FTA implementing regulations. The Contractor shall not discriminate on the basis of disability and shall ensure equal opportunity and access for persons with disabilities.

24. VETERANS EMPLOYMENT PREFERENCE

As provided in 49 U.S.C. § 5325(k), the Contractor shall, and shall assure that its subcontractors will, give a hiring preference, to the extent practicable, to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform the construction work.

This requirement shall not be construed to require an employer to give a preference to a veteran over an equally qualified applicant who is a member of a racial or ethnic minority, female, an individual with a disability, or a former employee.

25. CARGO PREFERENCE - UNITED STATES-FLAG COMMERCIAL VESSELS

To the extent ocean shipment is used, the Contractor agrees: (1) to use privately owned United States-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 equipment, materials, or commodities under this contract, to the extent such vessels are available at fair and reasonable rates; (2) to furnish within 20 working days after loading for shipments originating in the United States, or within 30 working days after loading for shipments originating outside the United States, a legible copy of a rated, on-board commercial ocean bill of lading in English for each shipment to CARTA and the Maritime Administration; and (3) to include these requirements in all subcontracts that may involve ocean transport.

26. BONDING REQUIREMENTS

Unless FTA or another authorized pass-through entity has determined that CARTA's bonding policy adequately protects the Federal interest, the following minimum requirements apply under 2 CFR § 200.326: (a) a bid guarantee from each bidder equal to five percent of the bid price; (b) a performance bond for 100 percent of the contract price; and (c) a payment bond for 100 percent of the contract price. The required bonds shall be obtained from responsible sureties and shall remain in effect as required by the Contract Documents.

27. DAVIS-BACON AND RELATED ACTS - 29 CFR § 5.5(a) REQUIRED CONTRACT CLAUSES

(1) Minimum wages—

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate 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 basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of 29 CFR § 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to paragraph (a)(1)(v) of 29 CFR § 5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of 29 CFR § 5.5. Laborers 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 employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any conformed classifications and wage rates, and the Davis-Bacon

poster (WH-1321) must 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 workers.

(ii) Frequently recurring classifications. In addition to wage and fringe benefit rates determined to be prevailing under 29 CFR part 1, a wage determination may contain wage and fringe benefit rates for classifications for which conformance requests are regularly submitted, provided that the work is not performed by a classification in the wage determination for which a prevailing wage rate has been determined, the classification is used in the area by the construction industry, and the wage rate bears a reasonable relationship to the prevailing wage rates in the wage determination. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed in the wage determination.

(iii) Conformance. Any class of laborers or mechanics, including helpers, not listed in the wage determination and to be employed under the contract must be classified in conformance with the wage determination. Conformance is appropriate only when the work is not performed by a listed classification, the classification is used in the area by the construction industry, and the proposed wage rate and fringe benefits bear a reasonable relationship to the wage rates in the wage determination. The conformance process may not be used to split, subdivide, or otherwise avoid application of listed classifications. Agreed conformance actions must be submitted by CARTA to DBAconformance@dol.gov. If the parties do not agree, CARTA will refer the matter, including the views of all interested parties and CARTA's recommendation, to the Administrator. The Wage and Hour Division's determination must be provided to affected workers or posted with the wage determination, and the determined rate must be paid from the first day work was performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate includes a fringe benefit not expressed as an hourly rate, the contractor may pay the benefit as stated or pay another bona fide fringe benefit or an hourly cash equivalent.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, it may consider reasonably anticipated costs of bona fide fringe benefits as wages only if the Secretary of Labor has found, upon written request and under 29 CFR § 5.28, that the applicable standards have been met. The Secretary of Labor may require assets to be set aside in a separate account.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—

(i) Withholding requirements. CARTA may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be necessary to satisfy liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by these clauses. Funds may be withheld under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon labor standards held by the same prime contractor. If the contractor fails to pay required wages or submit required records, CARTA may, after written notice, suspend further payment, advance, or guarantee of funds until the violations cease.

(ii) Priority to withheld funds. The Department of Labor has priority to funds withheld under 29 CFR § 5.5(a)(2)(i) or (b)(3)(i) over claims by a contractor's sureties, a contracting agency for procurement costs, bankruptcy trustees or estates, assignees, successors, or claims under the Prompt Payment Act.

(3) Records and certified payrolls—

(i) Basic record requirements. The contractor and every subcontractor must maintain regular payrolls and other basic records during the work and preserve them for at least three years after all work on the prime contract is completed. Records must include each worker's name, Social Security number, last known address, telephone number, email address, correct classification(s), hourly rates and fringe benefits, daily and weekly hours in total and on each covered contract, deductions, and actual wages paid. Contractors must maintain required records concerning fringe benefit plans and apprenticeship programs.

(ii) Certified payroll requirements. The contractor or subcontractor must submit weekly certified payrolls to CARTA for each week in which covered work is performed. The prime contractor is responsible for submission of all subcontractor payrolls. Certified payrolls must accurately and completely include the required information, except that full Social Security numbers and full contact information must not be included in weekly transmittals. Each payroll must be accompanied by a signed Statement of Compliance certifying that the payroll and underlying records are correct and complete, that each laborer or mechanic has been paid full weekly wages without prohibited rebate or deduction, and that each has been paid not less than the applicable wage rates and fringe benefits. Optional Form WH-347 may be used. Signatures must be original handwritten or legally valid electronic signatures. Falsification may result in civil or criminal prosecution. Certified payrolls must be preserved for three years after completion of the prime contract.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain the contract or subcontract and related bids, proposals, amendments, modifications, and extensions during the work and for three years after completion of the prime contract.

(iv) Required disclosures and access. The contractor or subcontractor must make all required records and any other documents CARTA, FTA, or the Department of Labor deems necessary available for inspection, copying, or transcription and must permit worker interviews during working hours. Failure to submit records, make them available, or permit worker interviews may result in suspension of payment and debarment and may preclude use of withheld records in an administrative proceeding. Full Social Security numbers and worker contact information must be provided upon request for an investigation or compliance action.

(4) Apprentices and equal employment opportunity—

(i) Apprentices. Apprentices may work at less than the predetermined rate only when individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor Office of Apprenticeship or a recognized State Apprenticeship Agency, or when properly certified for probationary employment. Apprentices must receive fringe benefits required by the program or, if none are specified, the full fringe benefits in the wage determination. The allowable apprentice-to-journeyworker ratio and applicable wage rates must be observed. Workers not properly registered or employed, and apprentices exceeding the permitted ratio, must be paid the full applicable wage rate.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under 29 CFR part 5 must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30, as presently stated in 29 CFR § 5.5(a)(4)(ii).

(5) Compliance with Copeland Act requirements.

The contractor shall comply with 29 CFR part 3, which is incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in every subcontract the clauses in 29 CFR § 5.5(a)(1) through (11), the applicable wage determination(s), and a clause requiring lower-tier subcontractors to include the same provisions. The prime contractor is responsible for compliance by every subcontractor and lower-tier subcontractor. The prime contractor and responsible subcontractors are liable for unpaid wages and monetary relief, including interest, due to lower-tier workers and may be subject to debarment.

(7) Contract termination; debarment. A breach of the clauses in 29 CFR § 5.5 may be grounds for contract termination and for debarment under 29 CFR § 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts in 29 CFR parts 1, 3, and 5 are incorporated by reference.

(9) Disputes concerning labor standards. Disputes arising from the labor standards provisions are not subject to the general disputes clause. They must be resolved under Department of Labor procedures in 29 CFR parts 5, 6, and 7 and include disputes among the contractor or subcontractors, CARTA, the Department of Labor, and employees or their representatives.

(10) Certification of eligibility. By entering into this contract, the contractor certifies that neither it nor any person or firm having an interest in the contractor's firm is ineligible for Government contracts under 40 U.S.C. § 3144(b) or 29 CFR § 5.12(a). No part of this contract may be subcontracted to an ineligible person or firm. False statements are subject to 18 U.S.C. § 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or otherwise discriminate against any worker or job applicant for notifying a contractor of reasonably believed violations, filing a complaint or asserting rights, cooperating in an investigation or proceeding, testifying, or informing another person about rights under the Davis-Bacon Act, Related Acts, 29 CFR parts 1, 3, or 5.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 29 CFR § 5.5(b)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of forty hours unless the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages. The contractor and any responsible subcontractor are liable for unpaid wages and interest from the date of underpayment. In addition, the contractor and subcontractor are liable to the United States for liquidated damages.

(3) Withholding for unpaid wages and liquidated damages. CARTA may, upon its own action, or must, upon written request of an authorized Department of Labor representative, withhold or cause to be withheld accrued payments or advances necessary to satisfy liabilities for unpaid wages, monetary relief including interest, and liquidated damages under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to CWHSSA held by the same prime contractor. The Department of Labor has priority to withheld funds over claims by sureties, procurement claims, bankruptcy trustees or estates, assignees, successors, and Prompt Payment Act claims.

(4) Subcontracts. The contractor or subcontractor must insert the clauses in 29 CFR § 5.5(b)(1) through (5) in every subcontract and require each subcontractor to include them in lower-tier subcontracts. The prime contractor is responsible for compliance by every subcontractor and lower-tier subcontractor and, together with responsible subcontractors, is liable for unpaid wages, monetary relief, interest, and liquidated damages.

(5) Anti-retaliation. It is unlawful to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or otherwise discriminate against any worker or job applicant for notifying a contractor of reasonably believed CWHSSA violations, filing a complaint or asserting rights, cooperating in an investigation or proceeding, testifying, or informing another person about rights under CWHSSA or 29 CFR part 5.

Safety and Health. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous, as provided by 40 U.S.C. § 3704 and applicable Department of Labor regulations.