# EXHIBIT C

**FEDERAL LAWS AND REGULATIONS**

1. AUDIT OR EXAMINATION

Design Build Entity (DBE) shall keep all records of funds received from FCRTA and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed.

1. RECORDS TO BE MAINTAINED

In accordance with the Federal regulations specified in 24 CFR 85.36(i)(10), DBE shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records to be maintained include, but are not limited to books, documents, papers, and records of the DBE which are directly pertinent to the contract for the purpose of auditing.

1. FEDERAL EXCLUDED PARTIES LIST (EPLS)

DBE affirms that it is not on the Federal Excluded Parties List, and agrees to comply with 2 CFR Part 200 - Appendix II(A) which prohibits Federal funds as contract awards to any entity on the Federal Excluded Parties List maintained on [www.sam.gov.](http://www.sam.gov/)

1. CONTENT

DBE agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this contract, and shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

1. CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by DBE, the conflict of interest provisions in 2 CFR Part 200.318(c)(1)(2) shall apply. No employee, officer or agent of the DBE shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved."

1. POLITICAL ACTIVITY/LOBBYING CERTIFICATION

DBE shall not conduct any political activity or lobbying, including making any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

1. FEDERAL LOBBYING CERTIFICATION

DBE certifies that it is familiar with the requirements of Section 1352 of Title 31 of the United

States Code.

1. NON-DISCRIMINATION

Pursuant to Executive Order 11246, during the performance of this Agreement, DBE shall not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. DBE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. DBE shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by DBE setting forth the provisions of this nondiscrimination clause.

1. SECTION 3 REQUIREMENTS

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12

U.S.C. 1701 *et seq.*, and to the greatest extent feasible, DBE shall provide opportunities for training low- and moderate-income City residents and award contracts to local City businesses.

1. CIVIL RIGHTS ACT OF 1964

Pursuant to Title VI of the Civil Rights Act of 1964, DBE shall not, on the basis of race, color, or national origin, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity receiving Federal financial assistance, including this Agreement.

1. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Pursuant to Section 109 of Title I of the Housing and Community Development Act of 1974, DBE shall not, on the basis of race, color, national origin, or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with funds made available under Title I, including this Agreement.

1. PROHIBITION OF AGE DISCRIMINATION

Pursuant to Section 504 of the Rehabilitation Act of 1973, DBE shall not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, in the performance of this Agreement.

1. COPELAND ACT

Requires all contractors and subcontractors to submit weekly payroll reports. It is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment.

1. DOCUMENTATION OF PAYROLL

DBE shall maintain documentation which demonstrates compliance with hour and wages requirements under this part. Such documentation shall be made available to the City and Los Angeles County agencies for review upon request.

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

All over-time hours worked in excess of 40 hours during any workweek must be paid at the rate of one and one half the times of the regular basic hourly rate of pay, plus fringe benefits for each hour or partial hour worked.

16. BUY AMERICA

Buy America Certification (Steel and Manufactured Products) Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron 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 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. CONTRACTING WITH SMALL AND MINORITY OWNED FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

It is policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Owned Firms are utilized, when possible, as sources of supplies, equipment, construction and services.

18. CLEAN AIR AND WATER ACTS

Contractors with Federally-assisted construction contracts of $100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. Insofar as they apply to the performance of this contract, compliance is required for:

* + Clean Air Act, 42 U.S.C., 1857, et seq.
	+ Clean Water Act
	+ Energy Policy and Conservation Act
	+ Executive Order 11738

19. PATENT RIGHTS

If this contract results in any discovery or invention which may develop in the course of or under contract, the City reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use, the work for government purpose.

20. AMENDMENTS

The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendments signed by both the City and DBE.

21. COPYRIGHT

If this contract results in any copyrightable material, the City and or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purpose.

22. TERMINATION

This Agreement may be terminated as provided in Section 3.4.1. [2 C.F.R. Part 200, Appendix II, (B)].