Rider A

FEDERAL EV FUNDS CONTRACT REQUIREMENTS

Efficiency Maine Trust (the "Trust") is a Subrecipient, through the Maine Department of Transportation (MaineDOT), of certain federal funds authorized under the 2021 Bipartisan Infrastructure Law ("BIL"), including funds established under the Charging and Fueling Infrastructure Discretionary Grant Program ("CFI Program Funds"). The CFI Program Funds are referred to herein as the "Federal EV Funds." The project to be completed and the equipment and materials to be provided under this Agreement are funded through these Federal EV Funds and, as such, the Recipient is required to observe certain federal requirements described in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Federal Highway Administration ("FHWA") regulations set forth in 23 C.F.R. Part 680 (the "National Electric Vehicle Infrastructure Standards and Requirements"), and FHWA Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts).

To the extent applicable to the project funded by the Incentive Award, Recipient shall comply with each of the following additional contract provisions, which provisions are expressly incorporated into and made part of the Agreement. The extent to which the following additional contract provisions are applicable to the project funded by the Incentive Award depends on whether the project satisfies the statutory and/or regulatory applicability provisions. Although the Trust has endeavored herein to provide the Recipient with general guidelines to aid in the assessment of these provisions' applicability to the Agreement, the Recipient ultimately bears the responsibility for determining the extent to which these legal requirements are applicable and ensuring compliance with those that are. References in the required federal contract provisions to "contractor" shall include the Recipient and references to the "contract" shall include the Agreement.

Form FHWA-1273 is attached hereto as **Appendix A** to this Rider A. Recipient shall comply with all laws and regulations specified in Form FHWA-1273 and shall flow down and insert the same requirements in any lower tier project subcontracts. To the extent that anything contained in Form FHWA-1273 conflicts with the regulations set out in Appendix II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), Form FHWA -1273 shall control.

National Electric Vehicle Infrastructure Standards and Requirements (23 C.F.R. Part 680):

The following provisions apply to the Recipient and to the Agreement because the Federal EV Funds used to fund the Incentive Award are made available under Title 23 of the United States Code. To the extent that any provision in this section is not explicitly required by Code of Federal Regulations Title 23 Part 680, it is included herein to ensure that the Trust satisfies its own obligations under those regulations.

(a) Installation, Operation, and Maintenance of EV Charging Infrastructure

(i) Number of Charging Ports. EV charging stations must have at least four network-connected charging ports and be capable of simultaneously charging at least four EVs.

(ii) Connector Type. All charging connectors must meet applicable industry standards. Each AC Level 2 charging port must have a permanently attached J1772 connector and must charge any J1772-compliant vehicle.

(iii) Power Level. Each AC Level 2 charging port must have a continuous power delivery rating of at least 6 kW and the charging station must be capable of providing at least 6 kW per port simultaneously across all AC ports.

AC Level 2 chargers may conduct power sharing and/or participate in smart charge management programs so long as each charging port continues to meet an EV's demand for power up to 6 kW, unless the EV charging customer consents to accepting a lower power level.

(iv) Availability. Charging stations must be available for use and accessible to the public at least as frequently as the business operating hours of the site host. This section does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs or due to the exclusions outlined in the equation set forth in 23 C.F.R. § 680.116(b)(3).

(v) Payment Methods. Unless charging is permanently provided free of charge to customers, charging stations must:

(A) Provide for secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the EV charging customer with the option to initiate a charging session and submit payment;

(B) Not require a membership for use;

(C) Not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership; and

(D) Provide access for users that are limited English proficient and accessibility for people with disabilities. Automated toll-free phone numbers and SMS payment options must clearly identify access for these populations.

(vi) Equipment Certification. All chargers must be certified by an Occupational Safety and Health Administration ("OSHA") Nationally Recognized Testing Laboratory and all AC Level 2 chargers must be ENERGY STAR certified. AC Level 2 chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.

(vii) Security. Charging station operations must protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid by, among other things, following the physical and cybersecurity strategies required by MaineDOT.

(viii) Long-Term Stewardship. Chargers must be maintained in compliance with the National Electric Vehicle Infrastructure Standards and Requirements for a period of not less than 5 years from the initial date of operation.

(ix) Qualified Technician. The workforce installing, maintaining, and operating chargers must have appropriate licenses, certifications, and training to ensure that the installation and maintenance of chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers. Further:

(A) Except as provided in paragraph (a)(ix)(B), all electricians installing, operating, or maintaining electric vehicle supply equipment must meet one of the following requirements:

(1) Certification from the Electric Vehicle Infrastructure Training Program (EVITP);

(2) Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the Department of Labor in consultation with the Department of Transportation.

(B) For projects requiring more than one electrician, at least one electrician must meet the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program.

(C) All other onsite, non-electrical workers directly involved in the installation, operation, and maintenance of chargers must have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training as required by the State.

(x) Customer Service. EV charging customers must have mechanisms to report outages, malfunctions, and other issues with charging infrastructure. Charging station operators must enable access to accessible platforms that provide multilingual services. Recipient must comply with the American with Disabilities Act of 1990 requirements and multilingual access when creating reporting mechanisms.

(xi) Customer Data Privacy. Charging station operators must collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of charging stations to the consumer. Chargers and charging networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCI DSS) for the processing, transmission, and storage of cardholder data. Charging Station Operators must also take reasonable measures to safeguard consumer data.

(b) Interoperability of EV Charging Infrastructure.

(i) Charger-to-EV Communication. Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. Charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.

(ii) Charger-to-Charger-Network Communication. Chargers must conform to Open Charge Point Protocol (OCPP) 2.0.1.

(iii) Charging-Network-to-Charging-Network Communication. Charging networks must be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1.

(iv) Network Switching Capability. Chargers must be designed to securely switch charging network providers without any changes to hardware.

(c) Traffic Control Devices or On-Premises Signs Acquired, Installed, or Operated.

(i) Manual on Uniform Traffic Control Devices for Streets and Highways. All traffic control devices must comply with Code of Federal Regulations Title 23, Chapter I, Subchapter G, Part 655.

(ii) On-Premises Signs. On-property or on-premise advertising signs must comply with Code of Federal Regulations Title 23, Chapter I, Subchapter H, Part 750.

(d) Data Submittal.

(i) Quarterly Data Submittal. The following data must be submitted on a quarterly basis in a manner prescribed by the FHWA. Any quarterly data made public will be aggregated and anonymized to protect confidential business information.

(A) Charging station identifier that the following data can be associated with. This must be the same charging station name or identifier used to identify the charging station in data made available to third-parties in paragraph (f)(iii)(A);

(B) Charging port identifier. This must be the same charging port identifier used to identify the charging port in data made available to third-parties in paragraph (f)(iii)(H)(2);

(C) Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port;

(D) Energy (kWh) dispensed to EVs per charging session by port;

(E) Peak session power (kW) by port;

(F) Payment method associated with each charging session;

(G) Charging station port uptime, T_outage, and T_excluded calculated in accordance with the equation in 23 C.F.R. § 680.116(b) for each of the previous 3 months;

(H) Duration (minutes) of each outage.

(ii) Annual Data Submittal. The following data must be submitted on an annual basis, on or before March 1, in a manner prescribed by FHWA: maintenance and repair cost per charging station for the previous year. Any annual data made public will be aggregated and anonymized to protect confidential business information.

(e) Charging Network Connectivity of EV Charging Infrastructure.

(i) Charger-to-Charger-Network Communication.

(A) Chargers must communicate with a charging network via a secure communication method.

(B) Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks.

(C) Charging networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management.

(D) Chargers and charging networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime.

(ii) Charging-Network-to-Charging-Network Communication. A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks.

(iii) Charging-Network-to-Grid Communication. Charging networks must be capable of secure communication with electric utilities, other energy providers, or local energy management systems.

(iv) Disrupted Network Connectivity. Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level.

(f) Information on Publicly Available EV Charging Infrastructure Locations, Pricing, Real Time Availability, and Accessibility Through Mapping.

(i) Communication of Price.

(A) The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in $/kWh.

(B) The price for charging displayed and communicated via the charging network must be the real-time price (*i.e.,* price at that moment in time). The price at the start of the session cannot change during the session.

(C) Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

(ii) Minimum Uptime. Each charging port must have an average annual uptime of greater than 97%.

(A) A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level.

(B) Charging port uptime must be calculated on a monthly basis for the previous twelve months.

(C) Charging port uptime percentage must be calculated using the equation set forth in 23 C.F.R. § 680.116(b)(3).

(iii) Third-Party Data Sharing. The following data fields must be made available, free of charge, to third-party software developers, via application programming interface:

(A) Unique charging station name or identifier;

(B) Address (street address, city, State, and zip code) of the property where the charging station is located;

(C) Geographic coordinates in decimal degrees of exact charging station location;

(D) Charging station operator name;

(E) Charging station provider name;

(F) Charging station status (operational, under construction, planned, or decommissioned);

(G) Charging station access information:

(1) Charging station access type (public or limited to commercial vehicles);

(2) Charging station access days/times (hours of operation for the charging station);

(H) Charging port information:

(1) Number of charging ports;

(2) Unique port identifier;

(3) Connector types available by port;

(4) Charging level by port (DCFC, AC Level 2, etc.);

(5) Power delivery rating in kilowatts by port;

(6) Accessibility by vehicle with trailer (pull-through stall) by port (yes/no);

(7) Real-time status by port in terms defined by Open Charge Point Interface 2.2.1;

(I) Pricing and payment information:

(1) Pricing structure;

(2) Real-time price to charge at each charging port, in terms defined by Open Charge Point Interface 2.2.1; and

(3) Payment methods accepted at charging station.

(g) Other Federal Requirements.

(i) Buy America Requirements – 23 U.S.C. §313. Pursuant to 23 C.F.R. §680.118(a), the Buy America requirements set forth in 23 U.S.C. §313 apply to EV charger projects using CFI Program Funds.

[Notwithstanding the foregoing, on February 21, 2023, the FHWA issued a temporary public interest waiver to waive Buy America requirements for steel, iron, manufactured products, and construction materials in EV chargers. The temporary waiver is effective March 23, 2023. The FHWA summary of this temporary waiver reads as follows:

"The Federal Highway Administration (FHWA) is establishing a temporary public interest waiver to waive Buy America requirements for steel, iron, manufactured products, and construction materials in electric vehicle (EV) chargers. This short-term, temporary waiver enables EV charger acquisition and installation to immediately proceed while also ensuring the application of Buy America to EV chargers by the phasing out of the waiver over time. On the effective date of this waiver, it will apply to all EV chargers manufactured by July 1, 2024, whose final assembly

occurs in the United States, and whose installation has begun by October 1, 2024. Beginning with EV chargers manufactured on July 1, 2024, FHWA will phase out coverage under this waiver for those previously covered EV chargers where the cost of components manufactured in the United States does not exceed 55 percent of the cost of all components. This second phase will therefore apply to all EV chargers that are manufactured on or after July 1, 2024, whose final assembly occurs in the United States, and for which the cost of components manufactured in the United States is at least 55 percent of the cost of all components. For all phases, EV charger housing components that are predominantly steel and iron are excluded from the waiver and must meet current FHWA Buy America requirements. As of the effective date of this waiver, FHWA is also removing EV chargers from its existing general applicability waiver for manufactured products." See 88 FR 10619 (02/21/2023).]

(ii) Davis Bacon Federal Wage Requirements – 40 U.S.C. §3141-3148; 29 CFR Part 5. Pursuant to 23 U.S.C. §109(s)(2) and 23 C.F.R. §680.118(b), projects to install EV chargers are treated as if the project is located on a Federal-aid highway and, therefore, Davis Bacon Federal wage requirements apply to the project. Statutorily prescribed wages must be paid for any project funded with CFI Program Funds. *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts).

(iii) Americans with Disabilities Act of 1990 (ADA). Pursuant to 23 C.F.R. §680.118(c), EV charging stations must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 CFR part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010.

(iv) Title VI of the Civil Rights Act of 1964. Pursuant to 23 C.F.R. §680.118(d), Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to the CFI Program to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(v) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act). Pursuant to 23 C.F.R. §680.118(e), all applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations, apply to the CFI Program.

(vi) Disadvantaged Business Enterprise (DBE) Program. Pursuant to 23 C.F.R. § 680.118(f) and 49 C.F.R. § 26.3(a)(1), all applicable requirements of the Disadvantaged Business Enterprise (DBE) program, and implementing regulations (49 C.F.R. Part 26), apply to this Agreement.

(vii) Uniform Relocation Assistance and Real Property Acquisition Act. Pursuant to 23 C.F.R. §680.118(g), the Uniform Relocation Assistance and Real Property Acquisition Act, and implementing regulations, apply to the CFI Program by establishing minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.

(h) National Environmental Policy Act of 1969 (NEPA). Pursuant to 23 C.F.R. §680.118(h), the National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to the CFI Program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human environment.

Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

Equal Opportunity (41 CFR §§ 60-1.3 and 60-1.4(b) (Except as otherwise provided under 41 C.F.R. Part 60, this provision applies to the Recipient and to the Agreement if the project the Recipient will complete under the Agreement includes "construction work." The term "construction work" includes the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, as well as the supervision, inspection, and other onsite functions incidental to the actual construction.)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. 3141-3148; 29 CFR Part 5; 42 U.S.C. 7614) (These provisions apply to the Recipient and to the Agreement if the Agreement is a prime construction contract over $2,000. The Agreement is a prime construction contract if it is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated). The term "building or work" generally includes construction activities of all types, as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, buildings, structures, and improvements of all types, such as, among other things, solar panels, wind turbines, installation of electric car chargers, excavating, clearing, and landscaping. It also includes a portion of a building or work, or the installation (where appropriate) of equipment or components into a building or work.). The Federal wage requirements of the Davis Bacon Act apply to this Project. In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The decision to award this contract is conditioned upon the acceptance of the wage determination, and any contractor or subcontractor's decision to award a subcontract must be conditioned upon the acceptance of the wage determination. *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts).

(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 reduction 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 C.F.R. § 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 the provisions of paragraph (1)(v) of this section; 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 determinations for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (4) of this section. 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 additional classifications and wage rates conformed under paragraph (1)(iii) of this section) 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 the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator of the U.S. Department of Labor's Wage and Hour Division (the "Administrator") will establish wage rates for such classifications in accordance with paragraph (1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) 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 will, by

email to DBAconformance@dol.gov, 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 advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division (the "WHD") under paragraphs (1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(iii)(C) or (D) of this section must 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.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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 the 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, in accordance with the criteria set forth in 29 C.F.R. § 5.28, 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 meeting of obligations under the plan or program.

(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. The U.S. Department of Transportation, Federal Highway Administration, Maine Department of Transportation, and/or Trust may, upon their 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 considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis–Bacon labor standards, that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis–Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (3)(iv) of this section, the U.S. Department of Transportation, Federal Highway Administration, Maine Department of Transportation, and/or Trust may on their own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department of Labor has priority to funds withheld or to be withheld in accordance with paragraph (2)(i) of this section, paragraph (3)(1) of the Contract Work Hours and Safety Standards Act section below, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contactor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls—

(i) Basic record requirements—

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (1)(v) of this section 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 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements—

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Department of Transportation if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the U.S. Department of Transportation. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other

methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347 /.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access—

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (3)(i) through (iii) of this section, and any other documents that the U.S. Department of Transportation, Trust, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 C.F.R. § 5.1, available for inspection, copying, or transcription by authorized representatives of the U.S. Department of Transportation, Trust, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 C.F.R. § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to the Wage and Hour Division of the Department of Labor within the time the Wage and Hour Division requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to the Wage and Hour Division. The Wage and Hour Division will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. The Wage and Hour Division will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the United States Department of Transportation if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the United States Department of Transportation, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity—

(i) Apprentices—

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the United States Department of Transportation may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 C.F.R. § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

Copeland "Anti-Kickback" Act (40 USC § 3145-3148; 29 CFR Part 3) (These provisions apply to the Recipient and to the Agreement in the same circumstances under which the Davis-Bacon Act's provisions apply). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated herein by reference.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708; 29 C.F.R. § 5.5(b)(1)-(4); § 5.5(c)) (These provisions apply to the Recipient and to the Agreement if the Agreement is for an amount over $100,000 and may require or involve the employment of laborers or mechanics. The term "laborers and mechanics" includes, without limitation, watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the United States).

Under 40 U.S.C. 3702, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts)

(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 and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $32 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 (1).

(3) Withholding for unpaid wages and liquidated damages—

(i) The Trust 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 considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section of the contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor as defined in 29 C.F.R. § 5.2. The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department of Labor has priority to funds withheld or to be withheld in accordance with paragraph (2)(i) of the Davis Bacon Act section above or paragraph (3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and a clause requiring the 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 the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

If the Agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any other law listed in 29 C.F.R. § 5.1, the contractor or subcontractor must comply with the following requirements in order to comply with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Department of Transportation and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Clean Air Act and Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251–1387) (These provisions apply to the Recipient and to the Agreement and are required to be restated in this Agreement if the Agreement is for an amount in excess of $150,000). *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts) The contractor 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., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to the Trust and understands and agrees that the Trust will, in turn, report each violation as required to assure notification to the State of Maine Department of Transportation, the U.S. Department of Transportation, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance under the CFI Program.

Debarment and Suspension (2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)) (These provisions apply to the Recipient and to the Agreement if the Agreement is for an amount that exceeds $25,000). *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts)

A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The contractor must comply with 2 C.F.R. Part 180 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

This certification is a material representation of fact relied upon by the Trust. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the Trust, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment (2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352) (This provision applies to the Recipient and to the Agreement if the Agreement is for an amount greater than $100,000, and applies to subrecipients and subcontracts if the subcontract is for an amount greater than $100,000). *See also*, Appendix A hereto, Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts)

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

If applicable, contractors must sign and submit a certification to the Trust containing the following language with each bid or offer exceeding $100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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.

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.

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, U.S.C. 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.

The Contractor, [INSERT NAME], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)) (These provisions apply to the Recipient if the Recipient is the Trust's "contractor" as that term is defined in 2 C.F.R. § 200.1).

When procuring items necessary to the performance of this contract, the purchase price of which exceed $10,000 or which was acquired during the preceding fiscal year in a quantity worth more than $10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services (John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, § 889(b)(1), 132 Stat. 1917 (2018); 2 C.F.R. § 200.216) (This provision applies to the Recipient because the Recipient is a subrecipient of a federal loan or grant funds).

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic Preferences for Procurements (2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322)) (This provision applies to the Recipient and to the Agreement because the Agreement is a federally funded contract).

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. This requirement must be included in all contracts and purchase orders for work or products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[ATTACH APPENDIX A - Form FHWA-1273 (Required Contract Provisions – Federal-Aid Construction Contracts)]