

Transactions

- (3) Drug Free Work Place Agreement
- (4) Intergovernmental Review Assurance
- (5) Nondiscrimination Assurance
- (6) Nondiscrimination on the Basis of Disability
- (7) Certification and Assurances required by the U.S. Office of Management and Budget

- c. ASC shall require its Subconsultant(s), if applicable, to comply with these Certifications, and agrees to furnish documentation at no cost to SPONSOR or CONTRIBUTING PARTNER to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

8. Cost Principles

- a. ASC agrees to comply with the following:

- (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., 2 CFR Part 225 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), “Cost Principles for State, Local, and Indian Tribal Governments,” and successors thereto, shall be used to determine the allowability of individual project cost items, and
- (2) the Federal administrative procedures in accordance with “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, et seq., and successors thereto.

- b. Any costs for which ASC receives payment or credit that is determined by a subsequent audit or other review by either SPONSOR or CONTRIBUTING PARTNER, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or successor there to); 48 CFR, Chapter 1, Part 31; or 2 CFR Part 200, et seq., and successors thereto, are to be repaid by ASC within thirty (30) days of ASC receiving notice of audit findings. Should ASC fail to reimburse moneys due SPONSOR or CONTRIBUTING PARTNER within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, SPONSOR or CONTRIBUTING PARTNER is authorized to withhold future payments due ASC.
- c. ASC agrees to furnish documentation to SPONSOR or CONTRIBUTING PARTNER to support this requirement that all of its agreements with Subconsultants, if applicable, contain provisions requiring adherence to this section in its entirety.