



November 16, 2017

Chief Matt Cowan
Shoreline Fire Department
17525 Aurora Ave N
Shoreline, WA 98133

Letter of Agreement for Sound Transit Reimbursement of Shoreline Fire Department Expenses Related to Project Review for the Lynnwood Link Project

Dear Chief Cowan:

This Letter of Agreement for Shoreline Fire Marshal Services sets forth the understanding of the Shoreline Fire Department (“the Department”) and Sound Transit regarding Sound Transit’s reimbursement of Department expenses related to project review of Sound Transit’s Lynnwood Link project.

The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension project on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center. This action established the project definition for the Federal Transit Administration (“FTA”) and the Federal Highway Administration (“FHWA”) NEPA Records of Decision (“ROD”), issued July 10, 2015 and August 31, 2015, respectively. For purposes of this Agreement, the term “Project” refers to that portion of the Lynnwood Link project, including mitigation identified in each ROD, which is located within Department jurisdiction.

The cost estimate provided in **Exhibit A** represents the Parties’ best and reasonable efforts to estimate the time and budget for Department costs related to the pre-construction phase of the Project. Based on this estimate, Sound Transit will pay the Department an amount not to exceed Two-Hundred Thousand Dollars (\$200,000) to reimburse the Department for its costs incurred related to design review, assistance, and coordination of the Project as described in this Agreement.

A description of the work to be performed by the Department is attached as **Exhibit B**. Sound Transit shall reimburse the Department for all costs incurred by the Department for the performance of such work. Eligible expenses are direct and indirect actual fees, costs, and expenses incurred by the Department for the preparation and performance of the described work, including, but not limited to, Department labor, personnel, supplies, materials, consultant fees, costs, and expenses, attorney fees and costs of other professional services, overhead, indirect administration and general expenses, and taxes, if applicable.

The Department will invoice Sound Transit on a quarterly basis. Each invoice will be supported by: (1) a progress report or work statement, (2) invoices for support services and materials, (3) certification that the services have been satisfactorily rendered, and (4)

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CHIEF EXECUTIVE OFFICER

Peter M. Rogoff

Chief Matt Cowan
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copies of original bills, invoices, expense accounts, including, but not limited to work records, rates, material, and equipment costs. The Department's invoices for its staff, consultants, and professionals shall include a summary of the hours and tasks performed supported by the Scope of Work identified in **Exhibit B**. The summary may include administration of procurements, attendance at coordination and design meetings, review of documents, plans and specifications, inspections, and other activities necessary for the completion of the work under this Letter of Agreement.

Sound Transit shall pay each invoice within 30 days of its receipt, unless Sound Transit notifies the Department that there is insufficient cost documentation. Any invoice not paid when due and accompanied by sufficient documentation shall bear interest at the rate of 12 percent per annum from the date due until the date paid.

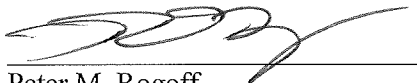
Invoices will be sent to Sound Transit at accountspayable@soundtransit.org, or mail to:

Accounts Payable
Sound Transit
401 S. Jackson St.
Seattle, WA 98104-2826

This Letter of Agreement is subject to the provisions included in **Exhibit C**, Federal Terms and Conditions. Please sign below to indicate your agreement to the terms of this Letter of Agreement.

If you have any questions please contact Terry Beals at 206-398-5237.

Sincerely,



Peter M. Rogoff
Chief Executive Officer

12/12/17
Date

AGREED:



Matt Cowan
Shoreline Fire Chief

11.16.17
Date

c: Rod Kempkes, Sound Transit
Joel Theodore, Sound Transit
Terry Beals, Sound Transit

Joseph Gildner, Sound Transit
John Evans, Sound Transit

Enclosures: Exhibit A, Exhibit B & Exhibit C

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Exhibit A
Cost Estimate

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Shoreline Fire Dept Staffing Cost Estimate LLE Final Design

Staff Position	2016												2017												2018												2019												IFC
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19													
Deputy Fire Marshal	20	28	28	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32													
Assistant/OIA	10	12	12	12	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16													
TOTALS	30	40	40	44	44	40	48	48	48	48	48	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40													
Hours by Year	2016												2017												2018												2019												
	238												320												436												312												312
\$ per year	\$34,272												\$47,462												\$66,608												\$49,094												\$49,094

Project Total Hours
 By Fee Schedule (all personnel \$144/hr with 3% annual escalation)
 Plus Contingency

Year	Hours	Rate	Total
2016	238	144	34,272
2017	320	148.32	47,462
2018	436	152.77	66,608
2019	312	157.353	49,094
TOTALS	1306		\$197,436
			\$200,000

Exhibit B
Scope of Work

Shoreline Fire Department Design, System, and Plan Review

Shoreline Fire Department (the Department) and Sound Transit jointly recognize the need to ensure that the Project meets minimum requirements for fire and life safety. The Department will provide a timely review of all submittals for compliance with applicable current City of Shoreline and Department codes including but not limited to: Shoreline Fire Code, Shoreline Fire Code administrative rules, NFPA 130, as amended, and related standards. The applicable Fire Code and related standards will be determined by the City of Shoreline Building Official.

Due to tight schedule and submittal timeframes, the Department will assign experienced staff to the Project and facilitate direct communication between the Sound Transit design team and Department staff members that are familiar with Sound Transit projects. Department personnel assigned to Lynnwood Link will be responsible for prioritizing Project work within the Department, anticipating production needs within City agencies, anticipating and responding to priorities identified by Sound Transit, coordinating with Sound Transit if Project priorities change, and helping to resolve issues (including those that cross City of Shoreline divisions and Department jurisdictions) to facilitate Sound Transit's ability to submit complete plan submittals that meet Department and City of Shoreline requirements. This person will provide a direct line of communication between the Sound Transit design team and the assigned Department personnel from the Fire Marshal Office.

Project work will be the highest priority of the Department assigned staff when Project work is pending. Assigned Department staff will participate in coordination meetings with Sound Transit staff and consultants, as needed, to ensure close Project coordination. Sound Transit may request that Department expedite review of specific submittals critical to the Project, in which case Department will make that submittal the highest priority for review.

The review will include construction safety requirements such as standpipes and radio communication and life safety systems, and ensure the final product allows reasonable emergency response throughout the facilities. This will include the review of plans relative to integration of the various fire and life safety systems in emergency modes.

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Exhibit C

Federal Terms and Conditions

A. APPLICABILITY OF FEDERAL GRANT CONTRACT

1. This agreement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1, as amended. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in these documents.
2. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Contractor agrees to accept all changed requirements that apply to this Agreement.

B. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended (https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/CIRCULAR_4220.1F_%28Document%29.docx), and the Master Grant Agreement (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/21-Master.pdf>), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
2. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Contractor shall comply with all such requirements.
3. Copies of the FTA Master Agreement are available from Sound Transit.

C. FEDERAL FUNDING LIMITATION

Contractor understands that funds to pay for Contractor's performance under this Agreement are anticipated to be made available from the United States Department of Transportation (DOT) through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Contractor's services without penalty. Sound Transit shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

D. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

E. CHANGES TO GOVERNMENTAL REQUIREMENTS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of Bid, and such laws or regulations make standards more stringent or compliance more costly under this Agreement, the Contractor shall notify Sound Transit in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Contractor first became aware of the laws and regulations and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Part 2, General Terms and Conditions, Section 2.01, Changes.
3. The Contractor shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after contract award.
4. The Contractor shall, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or shall be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Contractor's performance less expensive, or less difficult, then Sound Transit shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the goods and services affected for all savings in direct costs which may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. Sound Transit shall give the Contractor notice of Sound Transit's determination and anticipated savings.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall comply with applicable provisions in 49 CFR Part 26.
2. Sound Transit promotes and encourages participation by DBEs on its contracts. The Contractor shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subcontractors or suppliers and shall ensure its subcontractors also afford DBEs such opportunities. DBEs are firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women's Business Enterprises. A listing of DBEs certified by OMWBE is available on the Internet at <http://www.omwbe.wa.gov/biznetwas/mainmenu.asp> or by contacting OMWBE at 360-753-9693.

3. The Contractor shall include the following assurance in any contract, including subcontractor agreements, it enters into under this Agreement:
4. "The Contractor, sub-recipient or subcontractor 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 DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Sound Transit deems appropriate."
5. During performance of this Agreement, the Contractor shall maintain sufficient records necessary for Sound Transit to monitor the Contractor's and its subcontractors' compliance with the provisions of the DBE Program.

G. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

1. The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, or this Agreement. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

H. ENERGY CONSERVATION

The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

I. ACCESS TO THIRD PARTY CONTRACT RECORDS

1. Maintenance of Records: The Contractor, including its subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall maintain an index of such records to facilitate access and recovery of such records.
2. Access for Audit Purposes: Sound Transit or any of its duly authorized representatives

shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after final payment is made under this Agreement. Sound Transit shall also have access to such books, records, and documents during the performance of the work if deemed necessary by Sound Transit to verify Contractor work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Sound Transit will give five working days' notice to the Contractor for access to original records. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

3. The Contractor agrees to the disclosure of all information and reports resulting from access to records under Paragraphs A and B of this Section provided that the Contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Contractor.
4. Access for Purposes of Public Disclosure: The public, from time to time, may request access to records relating to the work. Sound Transit has a duty to disclose documents as requested unless such requests call for documents that are specifically exempted from disclosure pursuant to Washington Law. Such requests from the public will be made in writing in a stipulated form to Sound Transit. Sound Transit will administer the request by serving as the point of contact with the public member making the request, invoicing for the costs of copying and reviewing the records for potential exemptions. Sound Transit will refer the collection, compilation, indexing, and copying of the actual records to the Contractor. The Contractor shall maintain the records in a condition that will facilitate such responses and will provide necessary staff for this purpose.
5. The periods of access and examination described in Paragraphs 1 and 2 of this Section for records that relate to (1) disputes between Sound Transit and the Contractor, (2) litigation or settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
6. The Contractor shall ensure that substantially all of the foregoing Paragraphs are included in each subcontract for work on this Agreement to the effect that the subcontractor agrees that Sound Transit the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this paragraph excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the public.

J. TEXT MESSAGING WHILE DRIVING

The Contractor, including its subcontractors and subconsultants, is encouraged to avoid unsafe practices while driving a vehicle in the course of contract work with Sound Transit and while on Sound Transit property or jobsites.

K. TERMINATION

1. Termination for Default

Sound Transit may terminate this agreement, in whole or in part, in writing if the Contractor substantially fails to fulfill any or all of its obligations under this agreement through no fault of Sound Transit. Insofar as practicable, the Contractor will be given: (1) not less than 10 calendar days' written notice of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Contractor can prohibit Sound Transit's termination of the agreement.

2. Termination for Convenience

Sound Transit may terminate this agreement in writing, in whole or in part, for its convenience and/or lack of appropriations.

If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Contractor reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

L. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Sound Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the Contractor's performance under this Agreement:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. Specific requirements to implement Title VI and the Americans with Disabilities Act of 1990 are included in Sections 21 and 22, respectively, of this Agreement.
2. Equal Employment Opportunity - In addition to the provisions set forth in Section 2.24 of this Agreement, the following equal employment opportunity requirements apply to this Agreement:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

M. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. By signing and submitting its bid, the Bidder/Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder/Contractor agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. LOBBYING CERTIFICATION AND DISCLOSURE

1. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractors and subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal 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 any 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Contractor shall submit the "Certification Regarding Lobbying," included in the Invitation for Bids. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification

shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the Contractor agrees to comply with these laws and regulations.

2. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.
3. The Contractor and any subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 - b. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 - c. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

O. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Sound Transit and the Contractor agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations and the principles of Project Partnering by engaging in the following Dispute Resolution Process should any such disputes arise.

1. Level One

The Project Manager for Sound Transit, the Project Manager for the Contractor and the Project Managers for any subcontractors involved in the goods or services that give rise to the dispute shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot do so, they pass the dispute to Level Two.

2. Level Two

The Department Director shall make a decision regarding the dispute, after conferring with the Contractor as may be necessary.

3. Level Three

In the event the Contractor disagrees with the decision of the Department Director, the disputes shall be referred to mediation as a condition of the commencement of a civil action in the Superior Court of King County. At all times during the course of the conflict or dispute resolution efforts the Contractor agrees to provide the goods and services with due diligence.

P. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or

mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor also agrees to include this requirement in each subcontract.

Q. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

R. CLEAN AIR

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. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.