

Funding Agreement for Shoreline Fire Department Training, Tools, and Equipment

This Funding Agreement for Shoreline Fire Department Training and Supplies is entered into by and between Sound Transit and the Shoreline Fire Department. Collectively, Sound Transit and the Shoreline Fire Department shall be referred to as the “Parties”.

WHEREAS: Sound Transit is constructing the Lynnwood Link light rail project (hereinafter the “Project”) through the cities of Seattle, Shoreline, Mountlake Terrace, and Lynnwood.

WHEREAS: The Parties have collaborated in the planning, design and construction of the Project, and desire to continue that partnership through the pre-revenue start-up and testing phase of the Project with coordinated emergency preparedness training.

WHEREAS: The Parties wish to formalize an agreement to fund and complete the first responder training necessary for the Project prior to system integrated testing (as identified in Exhibit A) and to allow for procurement of the tools and equipment necessary (as identified in Exhibit B) to support rescue operations during pre-revenue and revenue service of the Project.

WHEREAS: Based on the foregoing, the Parties enter into this Agreement to fund the training described in Exhibit A and to fund the procurement of the tools and equipment identified in Exhibit B.

WHEREAS: The Parties agree that this Agreement constitutes the full and final extent of Sound Transit’s financial contribution toward Shoreline Fire Department training and equipment related to the Project as currently designed and constructed. Shoreline Fire Department shall be responsible for costs related to ongoing fire department training and response after light rail revenue service begins, except to the extent that additional training or equipment is necessary as a result of modifications or additions to the Project.

NOW THEREFORE: The parties enter into the following agreement:

A. Purpose. The purpose of this Funding Agreement for Shoreline Fire Department First Responder Training, Tools and Equipment (“Agreement”) is to memorialize the agreement between and among Sound Transit and the Shoreline Fire Department related to respective responsibilities for funding the training outlined in Exhibit A (“the Training”) and acquisition of the tools and equipment identified in Exhibit B (the “Tools and Equipment”).

B. Agreement.

1. **Training:** The Parties will advance a mutually agreeable schedule for the Training through ongoing collaborative efforts. The Training must be completed prior to revenue service.
2. **Equipment:** The Parties agree that the Shoreline Fire Department will acquire the Tools and Equipment prior to revenue service. The Tools and Equipment will be funded, in part, by

Sound Transit but will be procured, owned, and maintained by the Shoreline Fire Department.

3. Contingency: The Parties agree that Sound Transit will carry a contingency fund to account for unanticipated cost increases for additional training attributed to unforeseen training requirements, unanticipated hazard mitigation due to guideway access challenges, additional confined spaces due to environmental mitigation, or potential design changes, or similar hazards; and costs associated with the purchase of additional specialized equipment related to these items.
4. Applicability of Federal Provisions: The Parties agree that this Agreement is subject to the provisions of Exhibit D, Federal Terms and Conditions.

C. Compensation. Sound Transit will contribute \$ 557,226.61 to the Shoreline Fire Department in the amounts identified in Exhibit C to fund the Training, Tools and Equipment. Sound Transit shall pay such amount identified in Exhibit C within 30 days receipt of invoice. The invoice must include the purchase order number, agreement number GA 0116-23, and must be sent electronically to accountspayable@soundtransit.org and dccapcollaboration@soundtransit.org. Incorrect invoices or invoices without the Purchase Order number may be returned.


D. Limits on Compensation. This agreement shall constitute the full and final extent of Sound Transit's compensation owed to the Shoreline Fire Department for all costs relating to or arising from the administration, equipment, and training for emergency response by the Shoreline Fire Department described herein.

E. No Benefit to Third Parties. This Agreement shall not be construed to provide any benefits to any third parties. Without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

F. Effective Date. This agreement is effective upon the date of the last signature.


AGREED:

SOUND TRANSIT


Brooke Belman (Sep 6, 2023 16:56 PDT)
Brooke D. Belman
Acting Chief System Officer

09/06/2023
Date

SHORELINE FIRE DEPARTMENT


Matt Cowan (Sep 7, 2023 14:10 PDT)
Matt Cowan
Fire Chief, Shoreline Fire Department

09/07/2023
Date

Exhibit A: Funding of Training

Exhibit B: Acquisition of the Equipment Identified

Exhibit C: Breakdown of Funding

Exhibit D: Federal Terms and Conditions

Exhibit E: Certification Regarding Lobbying

Exhibit F: Buy America Certification

Exhibit A

Training	Cost
Train-the Trainer and Training Staff Time	\$86,400.00
Hazard Control, Access, Communications, Incidents and Skills and Station Orientation	\$118,990.00
Light Rail Vehicle (LRV) Lift Training	\$72,900.00
Incident Safety, Command and Management	\$61,440.00
Total Training	\$339,730.00

Training Breakdown

Train-the-Trainer and Training Staff Time

Training staff time includes coordination and scheduling by Shoreline Fire Department personnel, as well as Train-the-Trainer sessions for six instructors.

Hazard Control, Access, Communications, Incidents and Skills and Station Orientation

This training will be conducted in partnership with Sound Transit to equip all Shoreline Fire Department uniformed personnel to safely operate on/around Sound Transit equipment and stations in accordance with NFPA 130 §9.11.1. The training covers initial and ongoing training overtime and replacement for Command Staff, Technician, and Operations level responders to maintain operational readiness. Includes machinery and vehicle technical training per NFPA 1006 (2008) Chapter 10 and Table A.1.3.3 as well as WAC 296.305.05103.

Light Rail Vehicle (LRV) Lift Training

This training taught by Sound Transit and, with the participation of other regional fire departments, is designed to provide participants with the knowledge, skills, and abilities to safely perform a heavy lift of a Sound Transit light rail vehicle at an emergency scene. This training session is for all Shoreline Fire Department 38 members trained in Technical Rescue.

Incident Safety, Command and Management

This element involves Sound Transit and emergency responders from the entire Lynnwood Link Extension jointly participating in tabletop exercises (TTX) and a full-scale exercise (FSE). On Lynnwood Link, TTXs are expected to enhance general awareness, validate plans and procedures, rehearse concepts, and assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from incidents. The FSE will involve multiple agencies, organizations, and jurisdictions operating under cooperative systems including the Incident Command System (ICS) or Unified Command. This agreement anticipates Shoreline Fire Department participation in four tabletop exercises and one full-scale exercise.

Exhibit B

Tools and Equipment	Unit Price	Quantity	Total
LRV Rescue Tools – Lifting / Stabilizing			
PA6-2 Power Team Air/Hyd Pump w/2-Gal Res	\$1,096.00	2	\$2,192.00
P159 Power Team 2 Speed Manual Pump	\$798.00	4	\$3,192.00
ORL50/10 Orbit Mfg. 50 Ton 10" Stroke	\$2,288.00	4	\$9,152.00
ORVB50 Orbit Mfg Support Base	\$108.00	4	\$432.00
9798 Power Team H.P. Male Coupler	\$38.00	12	\$456.00
9796 Power Team H.P. Female Coupler	\$48.00	12	\$576.00
9795 Power Team H.P. Coupler Complete	\$86.00	4	\$344.00
9760 Power Team H.P. 20' Hose Assy.	\$140.00	4	\$560.00
9642 Power Team 2 Port Manifold	\$659.00	2	\$1,318.00
9756 Power Team H.P. 6' Hose Assy	\$59.00	2	\$118.00
9670 Power Team Gauge Adapter	\$61.00	4	\$244.00
213.53-4 Wika Mfg. 10K PSI Gauge	\$82.00	4	\$328.00
1400 Pelican Case	\$129.00	2	\$258.00
Holmatro HLJ50 A6	\$2,500.00	2	\$5,000.00
Paratech Interstate/Motorway VSK	\$23,304.00	2	\$46,608.00
LRV Rescue Tools – Disentanglement			
Holmatro Pantheon PSP50 Spreader	\$13,475.00	2	\$26,950.00
Holmatro Pantheon PCU50 Cutter	\$11,765.00	4	\$47,060.00
Holmatro Pantheon PTR50 Telescopic Ram	\$9,860.00	2	\$19,720.00
Holmatro PBPA287 28V 7Ah Battery	\$825.00	8	\$6,600.00
Holmatro PBCH2 115V Charger	\$535.00	8	\$4,280.00
Ram Extension Pipe	\$935.00	2	\$1,870.00
Cross Ram Support Set	\$825.00	2	\$1,650.00
Daisy Chain	\$12.00	4	\$48.00
Holmatro Diagnostic Kit	\$630.00	1	\$630.00
AC/DC Converter	\$1,200.00	2	\$2,400.00
On-Tool Charger Cord	\$90.00	8	\$720.00
LRV Miscellaneous Tools for Lift and/or Disentanglement			
Milwaukee 1/2 High Torque Impact Wrench Kit	\$479.00	6	\$2,874.00
Milwaukee 1/4 Hex Impact Driver Kit	\$250.00	6	\$1,500.00
Griphoist/TIRFOR TU-32 4T	\$3,888.44	1	\$3,888.44
Scale/Dynamometer	\$2,384.35	2	\$4,768.70
6x6x8 PT Cribbing	\$45.00	4	\$180.00
Subtotal			\$195,917.14
Sales Tax	10.3%		\$20,179.47
Shipping	\$1,400.00	1	\$1,400.00
Total Tools and Equipment			\$217,496.61

Tools and Equipment Breakdown

LRV Rescue Tools – Lifting / Stabilizing

The items in this category have been identified through consultation with Seattle FD and Bellevue FD and their recommendation to setup both L161 and R151 with tools and equipment needed to perform an LRV lift. These are also the tools they carry for the same purpose. To maintain consistency in mutual aid situations, lifting equipment needs to match the equipment approved and prescribed by Sound Transit.

LRV Rescue Tools – Disentanglement

Shoreline Fire Department currently has varying brands and models of extrication equipment. The tools identified in this category allow the Fire Department to have two identical sets of the equipment needed to perform disentanglement for anything coming in contact with the LRV, or the LRV itself. They also provide responders the ability to operate multiple sets of tools on the same incident. Additionally, the tools provide redundancy in capabilities so that if one of the apparatuses that carry the equipment is unavailable, another crew can respond with the other unit. These can strategically be placed on L161 and R151 to ensure that Shoreline Fire Department has the necessary compliment of tools to properly mitigate the emergency.

LRV Miscellaneous Tools for Lift and / or Disentanglement

Stabilization of the vehicle is the utmost priority when lifting to work underneath. This category includes tools which would be placed on each first out fire engine as well as L161 and R151 to rapidly open the skirting around the LRV for access to the undercarriage of the vehicle. The stabilization equipment request includes lumber necessary to build a solid box crib to support lifting equipment, as well as provide supplemental LRV breaking with wheel chocks. To ensure optimal safety when loading anchors or using the Griphoist for stabilization, a dynamometer is requested to provide immediate visual data of loads being measured, ensuring capabilities are not exceeded, and to identify potential load shifts.

Additional Specialized Loaned Lifting Equipment

In addition to the tools and equipment identified above, Sound Transit will procure and loan to the Shoreline Fire Department one set of metal lifting lugs for use in lifting Kinkisharyo Series 1 LRVs and one set of Z-bars and lifting lugs for use in lifting Siemens Series 2 LRVs, both of which will be utilized on the Lynnwood Link Extension. Following delivery of this loaned equipment as contemplated hereunder, the Cities will have full care, custody and control of the same, and the Cities will defend, indemnify and hold harmless Sound Transit from and against any and all claims arising from the use by the Cities, including without limitation claims asserted by employees of the respective Cities. The Cities specifically assume potential liability for actions brought by the Cities' own employees or former employees against Sound Transit, and the Cities specifically waive all immunity and limitations on liability under the workers compensation act, RCW Title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Cities under workers' compensation, disability benefits or other employee benefits laws. The Cities recognize that this waiver was specifically entered into and was the subject of mutual negotiation.

Exhibit C:

(Breakdown of Funding)

Item	Funding
Subtotal Training (Exhibit A)	\$339,730.00
Train-the Trainer and Training Staff Time	\$86,400.00
Hazard Control, Access, Communications, Incidents, Skills & Station Orientation	\$118,990.00
Light Rail Vehicle (LRV) Lift Training	\$72,900.00
Incident Safety, Command and Management	\$61,440.00
Subtotal Equipment (Exhibit B)	\$217,496.61
LRV Rescue Tools – Lifting / Stabilizing	\$70,778.00
LRV Rescue Tools – Disentanglement	\$111,928.00
LRV Miscellaneous Tools for Lift and/or Disentanglement	\$13,211.14
Sales Tax	\$20,179.47
Estimated Shipping	\$1,400.00
TOTAL	\$557,226.61

Exhibit D:

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](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/CIRCULAR%204220.1F%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:
"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."
4. 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)(I), 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.

- L. 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.

S. BUY AMERICA REQUIREMENTS

1. The Contractor agrees to comply with the requirements of FTA Title 49 US Code, Chapter 53, section 5323(j) and the applicable regulations of 49 CFR Part 661.5, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR Part 661.7. Separate requirements for rolling stock are set out in 49 CFR Part 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.
2. A offeror must submit to Sound Transit the appropriate Buy America certification, attached herein, with all proposals or offers on FTA-funded contracts, except those subject to a general waiver, per 49 CFR Part 661.7. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
3. Whether or not a Contractor certifies that it will comply with the applicable requirement, Contractor will be bound by its original certification and is not permitted to change its certification after the time that the Agreement is submitted, except for clerical error. A Contractor that certifies that it will comply with the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements (per 49 CFR Part 661.13(c)).
4. If the Contractor is unable to certify compliance, but believes that it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7, Sound Transit, on behalf of the Contractor, will tender the request for waiver(s) to the FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the Contractor's time frame. Failure to obtain a waiver will not relieve the Proposer of its responsibilities under this Section.

Exhibit E:

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, 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. 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Exhibit F:

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____
Signature _____
Attorney, Corporate Officer, Owner, or Partner _____
Printed Name _____
Company _____
Title _____

OR

Certificate of Non-Compliance with Buy America Requirements

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

Date _____
Signature _____
Attorney, Corporate Officer, Owner, or Partner _____
Printed Name _____
Company _____
Title _____









GA 0116-23 LLE Shoreline FD Funding Agreement Final 2023.08.10

Final Audit Report

2023-09-07

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