

EXHIBIT P: FEDERAL TRANSIT ADMINISTRATION PROVISIONS

1. Applicability of Federal Grant Contract

This Agreement is be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The County is required to comply with all terms and conditions prescribed for third party contracts in this Exhibit.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, 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 County 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 incorporated into this agreement.

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 the County and its lower tier subcontractors at any level comply with certain applicable requirements set forth in the FTA Master Agreement. The provisions of the FTA Master Agreement are hereby incorporated by reference into this Agreement. The County shall comply with all such requirements.

Any changes to the FTA Master Agreement or the FTA Circular 4220.1F, as amended, that are applicable to this Agreement are made a part of this agreement. Copies of the FTA Master Agreement are available from Sound Transit. Federal laws, regulations, policies and administrative practices may be modified or codified after the date of this agreement is established and may apply to this solicitation. To assure compliance with changing federal requirements, the County agrees to accept all changed requirements that apply to this agreement.

2. Federal Funding Limitation

The County understands that a portion of the funds to pay for its performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance under this Agreement. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the County's services without penalty.

In this event, the Agreement will be terminated for convenience in accordance with Section 17 of this Agreement.

3. Recovered Materials

The County agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

4. Energy Conservation

The County agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

5. Clean Water

A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, et seq. The County 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.

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

6. Clean Air

A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The County 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.

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

7. Federal Lobbying Restrictions

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. The County and any subcontractors that at any time apply or bid for a contract 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 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 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

County. The County's signature on this certification certifies that: a) it has not engaged in the prohibited activity and b) the language of the certification is or will be included in all lower tier subcontracts that exceed \$100,000, and (3) that all its subcontractors have certified and disclosed accordingly. Sound Transit is responsible for keeping the certification form of the County, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the County agrees to comply with these laws and regulations. If the County or its subcontractors have engaged in any lobbying activities to influence or attempt to influence the awarding of subcontracts under this Agreement, the contractor must disclose these activities. In such a case, the County and its contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities".

B. The County and any subcontractor shall file a disclosure form (SF-LLL) at the end of each calendar quarter in which there occurs any event that requires disclosure (as described in Subsection (A) above) or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. 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
2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

8. Program Fraud and False or Fraudulent Statements or Related Acts

A. The County acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 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. The County certifies or affirms, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, the County further acknowledges that if it makes, or causes to be made, 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 on the County to the extent the Federal Government deems appropriate.

B. The County also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the County, to the extent the Federal Government deems appropriate.

C. The County 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.

9. Civil Rights

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

A. 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 County 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 County agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

1. 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 County agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract 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 County 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.

2. 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 County agrees to refrain from discrimination against present and prospective employees for reason of age.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the County 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.

4. Disadvantaged Business Enterprises

This Agreement is subject to the requirements of Title 49 C.F.R. Part 26, Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs. The County and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The County shall carry out applicable requirements of 49 C.F.R. Part 26 in the

award and administration of this U.S.D.O.T.-assisted Agreement. Failure by the County to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Sound Transit deems appropriate. Each subcontract the County signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

5. The County also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

10. Certification Regarding Debarment, Suspension and Other Matters

A. Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC §

6101 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Agreement. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, the County and any subcontractor with a contract that exceeds \$100,000 shall complete and submit, as part of the execution of this Agreement or, in the case of a subcontractor, as part of its Bid, the certification form, contained in these documents, for itself, its principals and its subcontractor(s) for any subcontract in excess of \$100,000. The inability of a contractor to provide a certification will not necessarily result in denial of consideration for contract award. A contractor that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation may disqualify the contractor from participation under this Agreement. Sound Transit, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

B. The certification is a material representation of fact upon which reliance is placed in determining to enter into this Agreement and any subsequent determination of award of a subcontract. If at any time the County learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Sound Transit. If it is later determined that the County knowingly rendered an erroneous certification, or failed to notify Sound Transit immediately of circumstances which made the original certification no longer valid, Sound Transit may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

C. Subcontractors' Certification Regarding Debarment Suspension Or Ineligibility:

1. The County shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the federally required certification.

2. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the federally required certification.

11. Contract Work Hours and Safety Standards Act

A. Overtime

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.

B. Violation

In the event of any violation of the clause set forth in paragraph (A) of this section the county or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the County or its subcontractor shall be liable to the United States for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$ 10 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 (A) of this section.

C. Withholding for Unpaid Wages

Sound Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the County or its subcontractor under any such contract or 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, which is held by the County, such sums as may be determined to be necessary to satisfy any liabilities of the County or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts

The County or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The County shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the County during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

12. No Government Obligations to Third Parties

The County 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 the construction and operation of Link. 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 consultant.

13. BUY AMERICA REQUIREMENTS

1. The County will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated under specific circumstances unless steel, iron and manufactured products used in FTA-funded project 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 661.7.

2. The County must submit to Sound Transit the appropriate Buy America certification, with all FTA-funded contracts, except those subject to a general waiver.

14. ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the County agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB

regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.