



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of October 15, 2011

DATE: September 26, 2011

SUBJECT: Approval of Two Project Agreements between the County Board and the Virginia Department of Rail and Public Transportation ("DRPT"); and One Agreement for Utilization of Congestion Mitigation and Air Quality Improvement ("CMAQ") Funds between the County Board and the Virginia Department of Transportation ("VDOT"), for Commuter Services Operations. Appropriation of \$1,765,040 in Grant Revenues to the Department of Environmental Services.

C. M. RECOMMENDATIONS:

1. Approve the Project Agreement (Attachment 1) between the County Board and Commonwealth of Virginia, Department of Rail and Public Transportation, for use of Federal Highway Administration Congestion Mitigation and Air Quality Funds, FY 2012, CM-5401(943) Project 47009-01 in the amount of \$4,200,000; authorize the County Manager to execute the Agreement and all related documents on behalf of the County Board; and to accept any funds awarded to the County, subject to approval of such Agreement and documents as to form by the County Attorney.
2. Approve the Project Agreement (Attachment 2) between the County Board and Commonwealth of Virginia, Department of Rail and Public Transportation, for use of Commonwealth Transportation Funds, FY 2012, in the amount of \$505,000; authorize the County Manager to execute the Agreement and other related documents on behalf of the County Board; and to accept any funds awarded to the County, subject to approval of such Agreement and documents as to form by the County Attorney.
3. Approve the Agreement (Attachment 3) between the County Board and the Commonwealth of Virginia, Department of Transportation ("VDOT") for use of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds in the amount of \$80,500; authorize the County Manager to execute the Agreement and other related documents on behalf of the County Board; and to accept any funds awarded to the County, subject to approval of such Agreement and documents as to form by the County Attorney.

County Manager:

BMD/kma

County Attorney:

MNC

[Signature]

31.

Staff: Chris Hamilton, Dept. of Environmental Services – Transportation Division
Chenda Chea, Dept. of Environmental Services – Director's Office

4. Appropriate \$1,765,040 in grant revenues (101.346004.41150) to the Department of Environmental Services (101.456000.41150).

ISSUES: This is an annual request for approval of grant funds, authorization to accept funds granted and appropriation of funds. No issues have been identified.

BACKGROUND: The Arlington County Commuter Services (“ACCS”) program is funded primarily using State and Federal transportation funds.

The FY 2012 Congestion Mitigation and Air Quality (“CMAQ”) grant application was considered by the County Board at its September 25, 2010 meeting. The application was filed and the grant was approved. However, grant funds were not available until the beginning of the Federal fiscal year starting October 1, 2011. Thus, it is necessary for the County Board to approve the Project Agreement (Attachment 1). The VDOT Six Year Improvement Program shows the FY2012 approved CMAQ allocation of \$4,200,000 for Arlington County Commuter Services (Attachment 4).

On an annual basis, DRPT grant applications for the ACCS program are considered by the County Board in the winter, at which time resolutions are adopted authorizing application to the State for grant funding. The fiscal year (“FY”) 2012 grant applications, previously authorized by the Board, were filed with DRPT and approved for Commonwealth Transportation funding in the amount of \$505,000 effective on July 1, 2011. To obtain the funding, it is necessary for the County Board to approve the Project Agreement (Attachment 2).

The “Agreement for the Utilization of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds” for \$80,500 is received through VDOT for Arlington’s annual share of regionally provided funds to Washington, D.C. area localities to encourage private sector employers with more than 100 employees to voluntarily implement alternative commute (trip reduction) programs. To obtain the funding, it is necessary for the County Board to approve the Project Agreement (Attachment 3).

Item #4 is the required Board action to appropriate additional grant revenues in the amount of \$1,765,040 which will be received from the grants which are the subjects of the above Agreements. This amount is in addition to the total amount (\$3,020,460) previously appropriated by the Board at the time of adoption of the FY 2012 Budget. Thus, no additional appropriation is required.

DISCUSSION: The first Agreement (Attachment 1) for approval is the “Agreement for the Use of Federal Highway Administration Congestion Mitigation Air Quality – Fiscal Year 2012” for \$4,200,000. This Federal grant will fund the majority of the on-going operational and marketing expenses of ACCS and is matched by the State. No local match is required. This Agreement contains a provision allowing DRPT to terminate the Agreement for convenience, which may result in disruptions to County projects if it were ever to be exercised.

The second Agreement (Attachment 2) for approval will help fund the ACCS program. The Agreement is the “Project Agreement for Use of Commonwealth Transportation Funds Fiscal Year 2012” for \$505,000 and funds on-going ACCS program expenses. This Agreement for “TEIF Rideshare Assistance” is an annual funding source for on-going operational and marketing expenses of ACCS. The award requires a 42.3% local match of \$370,000. The County Board previously included the required local match in the FY2012 Adopted Budget.

The third Agreement (Attachment 3) for approval is the “Agreement for the Utilization of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds” for \$80,500. This grant is a Transportation Control Measure (TCM-47c) that was adopted in the FY1995-2000 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. This grant has provided localities funding to encourage private sector employers with more than 100 employees to voluntarily implement alternative commute (trip reduction) programs annually since 1995. The program is now classified as a Transportation Emission Reduction Measure (TERM). Localities in Northern Virginia receive these funds through VDOT. No local match is required.

As with the previous form of the Agreement approved by the County Board last year, the proposed Agreement continues to contain a provision (Article X) concerning settlement of disputes which gives the VDOT Commissioner the final decision on factual disputes concerning the Agreement. As to legal disputes, the Commissioner’s decision also is final, unless adjudicated in court. This provision ordinarily is unacceptable, but VDOT is unwilling to revise the provision. If the County does not agree to this provision, the County would forgo the grant funding. We understand that other Northern Virginia jurisdictions have signed CMAQ Agreements containing this provision.

Item #4 appropriates the grant revenues which will be received from the grants which are the subjects of the above Agreements, and which funds are in excess of the amounts previously appropriated in the FY 2012 budget.

FISCAL IMPACT: The total grant funds awarded to Arlington County Commuter Services (ACCS) for the grants discussed in this Board Report totals \$4,785,500 (see table). Of such total amount, \$3,020,460 is included in the FY 2012 Adopted Budget.

FY	Grant	County Board Appropriated ACCS Spending	Grants Amount Awarded	Difference to be Appropriated by County Board
2012	CMAQ	\$2,355,460	\$4,200,000	\$1,844,540
2012	Rideshare	\$600,000	\$505,000	-\$95,000
2012	TCM	\$65,000	\$80,500	\$15,500
		\$3,020,460	\$4,785,500	\$1,765,040

For FY 2012, it is recommended that the County Board appropriate an additional \$1,765,040 in Federal and State transportation grant monies to fund TEIF Rideshare Assistance, TCM

(Employer Services) and CMAQ funding of on-going ACCS operations. As previously explained in the Discussion Section of this Board Report, there are sufficient County funds to meet the match requirements. The adopted budget each year represents a conservative estimate of the amount of grant funding to be received. Each year, once the grant awards have been received, the budget is revised to reflect the actual amount through a supplemental appropriation.

Attachments:

1. Agreement for the use of Federal Highway Administration Congestion Mitigation Air Quality Fiscal Year 2012 funds
2. Project Agreement for Use of Commonwealth Transportation Funds Fiscal Year 2012
3. An Agreement for the Utilization of Congestion Mitigation and Air Quality Improvement (CMAQ) Funds
4. VDOT Six-Year Improvement Program Budget for ACCS CMAQ

Attachment #1

SPECIMEN:

Agreement with Board approved
amount coming from DRPT.

**AGREEMENT
FOR THE USE OF
FEDERAL HIGHWAY ADMINISTRATION
CONGESTION MITIGATION AIR QUALITY –
FISCAL YEAR 2011
CM-5401(943)
Project 47009-01
UPC T100
County of Arlington**

Section Number and Description

Introduction

- 1 Purpose and Source of Funds**
- 2 Local Share**
- 3 Project Budget**
- 4 Requisitions and Payments**
- 5 Termination**
- 6 Contracts of the PUBLIC BODY**
- 7 Liability Waiver**
- 8 Restrictions, Prohibitions, Controls, and Labor Provisions**
- 9 Compliance with Title VI of the Civil Rights Act of 1964**
- 10 Statement of Financial Assistance**
- 11 Environmental Protection**
- 12 Special Provision**

Appendix A **Project Description and Budget**

Appendix B **Restrictions, Prohibitions, Controls and Labor Provisions**

Appendix C **Title VI**

Appendix D **Audit Guidelines**

THIS AGREEMENT made this ___ day of _____, 200 , between the Commonwealth of Virginia (hereinafter referred to as the COMMONWEALTH) acting by and through the Virginia Department of Rail and Public Transportation (hereinafter referred to as the DEPARTMENT) and County of Arlington (hereinafter referred to as the PUBLIC BODY),

WHEREAS, under provisions set forth under Title 23 of the United States Code Section 149, the Congestion Mitigation Air Quality (CMAQ) program was established to fund transportation projects or programs that will contribute to attainment of national ambient air quality standards; and

WHEREAS, the PUBLIC BODY desires to secure and utilize grant funds for these purposes;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the PUBLIC BODY agree as follows:

SECTION 1: Purpose and Source of Funds

Under the provisions of the Title 23 of the United States Code, CMAQ funds are available to the COMMONWEALTH for use in CMAQ projects. The sum of \$_____ in federal funds shall be provided from CMAQ funds and made available to the PUBLIC BODY. This amount is provided to carry out the work activities described in the approved project scope of work incorporated in Appendix A and contained in the approved Transportation Improvement Plans of both the urbanized area of which the PUBLIC BODY is a part and of the COMMONWEALTH.

SECTION 2: Local Share

The PUBLIC BODY agrees that it will provide funds from sources other than Federal funds (except as may otherwise be authorized by Federal statute), in an amount sufficient, together with the

Grant, to assure payment of the total project cost. The PUBLIC BODY further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund to the DEPARTMENT of a proportional amount of the Grant funds being refunded or reduced. The PUBLIC BODY's obligation to provide the Local Share is calculated on the Project as a whole.

The Project Budget is found as part of Appendix A. of this AGREEMENT.

SECTION 3: Project Budget

The PUBLIC BODY shall maintain a project budget, which shall be the latest budget approved by the DEPARTMENT pursuant to request by the PUBLIC BODY, as an element of Appendix A. The PUBLIC BODY shall incur obligations against and make disbursements of the Project funds only in conformity with the latest approved budget for the Project. Indirect costs are an allowable expense if they are based on a cost allocation plan that has been approved by the DEPARTMENT.

In no event shall the DEPARTMENT be liable to the PUBLIC BODY for any portion of the project cost except to pass through the federal share to the PUBLIC BODY. The DEPARTMENT's responsibility for the project cost shall be limited to the cost of coordination and processing of the PUBLIC BODY's reimbursement requests to the Federal Highway Administration.

SECTION 4: Requisitions and Payments

- (a) Requests for Payment by the Recipient. The PUBLIC BODY will make requests to the DEPARTMENT for payment of allowable costs as defined in the Code of Federal

Regulations: Highways, Title 49, CFR 18.22, the entirety of which is included herein by reference. The request for payment will be for the federal share of the total project cost at the appropriate rate of federal participation as shown in the Project Budget, which is included in this AGREEMENT in Appendix A. The DEPARTMENT will honor such request in the manner set forth in this section. In order to receive payments, the PUBLIC BODY must submit all of the following:

- (1) An invoice to the DEPARTMENT in the appropriate billing format for CMAQ projects;
 - (2) A certification that it has supplied nonfederal funds adequate, when combined with the federal payments, to cover all costs to be incurred to the end of the requisition period; and
 - (3) All financial and progress reports required to date under this AGREEMENT or as may subsequently be required by the DEPARTMENT;
- (b) The DEPARTMENT will use all reasonable means to forward payment for the federal share of allowable costs to the PUBLIC BODY within 30 days.

SECTION 5: Termination

- (a) For convenience. The DEPARTMENT may terminate this AGREEMENT at any time without cause, provided that it gives written notice to the PUBLIC BODY of such termination, which shall be effective on the date of the receipt of such notice by the PUBLIC BODY. In the event of such termination, the PUBLIC BODY shall be compensated for

allowable costs through the date of receipt by the PUBLIC BODY of written notice to terminate from the DEPARTMENT .

- (b) With Cause. The DEPARTMENT may terminate the Project and cancel this AGREEMENT by written notice to the PUBLIC BODY no later than five (5) days before the effective date of such termination for any of the following reasons:
- (1) The PUBLIC BODY discontinues the use of such vehicles, equipment, or facilities during their useful lives for the purpose of providing the services defined in Appendix A of this AGREEMENT.
 - (2) The PUBLIC BODY takes any action pertaining to this AGREEMENT without the approval of the DEPARTMENT and which under this AGREEMENT would have required the approval of the DEPARTMENT.
 - (3) The commencement, prosecution or timely completion of the Project by the PUBLIC BODY is, for any reason, rendered improbable, impossible or illegal.
 - (4) The PUBLIC BODY shall be in default under any provision of this AGREEMENT.
 - (5) Termination or reduction of federal funds for this program.
- (c) Action Upon Termination. Upon termination of the Project and cancellation of this AGREEMENT under the provisions of paragraph (a) or (b) of this Article, the PUBLIC BODY agrees to cease all actions which may result in further charges or encumbrances under this AGREEMENT, and to dispose of the Project equipment in accordance with FHWA and DEPARTMENT procedures.

SECTION 6: Contracts of the PUBLIC BODY

Unless authorized in writing by the DEPARTMENT, the PUBLIC BODY shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written consent of the DEPARTMENT. The DEPARTMENT will review and approve Request for Proposals which use CMAQ funds prior to their issuance. All requests or invitations for bids, proposals, qualifications, or interest, or other official procurement processes, however referred to by the PUBLIC BODY, must receive written consent by the DEPARTMENT prior to advertisement or issue.

SECTION 7: Liability Waiver

The PUBLIC BODY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The PUBLIC BODY is covered by and will keep in force an insurance policy from the Department of Risk Management, or its equivalent, which protects the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees against damage or injury caused by the negligence of the PUBLIC BODY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

SECTION 8: Restrictions, Prohibitions, Controls, and Labor Provisions

The PUBLIC BODY shall comply with all of the restrictions, prohibitions, controls, and labor provisions as set forth in Appendix B, and made a part of this AGREEMENT by reference.

SECTION 9: Compliance with Title VI of the Civil Rights Act of 1964

The PUBLIC BODY shall comply with the provisions of Title VI of the Civil Rights Act of 1964, as set forth in Appendix C, and made a part of this AGREEMENT by reference.

SECTION 10: Statement of Financial Assistance

The PUBLIC BODY shall include in all contracts entered into pursuant to this AGREEMENT all of the above-required clauses. In addition, the following required provision shall be included in any advertisement or invitation to bid for procurement under this AGREEMENT:

Statement of Financial Assistance: This contract is subject to a financial assistance agreement between the Commonwealth of Virginia and the U.S. Department of Transportation.

SECTION 11: Environmental Protection

The PUBLIC BODY shall ensure in the purchase and use of equipment or the construction and use of facilities that compliance is maintained with all applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator for Enforcement.

SECTION 12: Special Provisions

- (a) **Special Condition Pertaining to Financing CMAQ Projects. Sufficient funds must be available from the United States Department of Transportation and an adequate liquidating cash appropriation must have been enacted into law before payments may be made to the PUBLIC BODY under this AGREEMENT.**
- (b) **All funds made available by this AGREEMENT are subject to audit by the DEPARTMENT or its designee, and by the Federal Highway Administration or its designee. Current audit guidelines for the DEPARTMENT are set forth in Appendix D, and made a part of this agreement by reference.**

IN WITNESS WHEREOF, the DEPARTMENT, acting by and for the COMMONWEALTH, and the PUBLIC BODY have caused this AGREEMENT to be executed by their respective officials, thereunto duly authorized.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**

By: _____
Director Date

WITNESS: _____
(NAME AND TITLE) Date

PUBLIC BODY

By: _____
Director Date

WITNESS: _____
(NAME AND TITLE) Date

The above agreement is approved as to form: _____
County Attorney

Appendix A

CMAQ Budget

Commuter Assistance Program

Project Number: 47009-01

Federal Award Number: CM 5401(943)

UPC: T100

Grant Recipient: County of Arlington

Project Start Date:

Project Expiration Date:

Maximum Federal Share of Eligible Expenses:

EIN: 546001123-00

Capital Project Agreement Budget Detail

Expense Detail

**Item
Amount**

Commuter Assistance Program

Total Expenses

Expense Summary

401 Federal share of project cost
0472 State share of project cost

Appendix B: Restrictions, Prohibitions, Controls, and Labor Provisions

(a) The PUBLIC BODY, its agents, employees, assigns, or successors, and any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with this Agreement, shall not discriminate against any employee or applicant for employment because of age, race, religion, handicap, color, sex, or national origin. The PUBLIC BODY shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their age, race, religion, handicap, color, sex, or national origin. Such actions shall include, but not 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.

(b) **Disadvantaged Business Enterprises** It is the policy of the U.S. Department of Transportation (DOT) that DBEs as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR 26 apply to this agreement.

The recipient or its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient will utilize the Virginia Department of Transportation's DBE program, as required by 49 CFR part 26 and as approved by DOT, which

is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Pursuant to the requirements of 49 CFR 26 the following clause must be inserted in each third party contract:

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 the recipient deems appropriate

(c) **Interest of Member of, or Delegates to, Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

(d) **Conflict of Interest.** The PUBLIC BODY and its officers and employees shall comply with the provisions of the State and Local Governments Conflicts of Interest Act (2.1-639.1 of the Code of Virginia (1950), as amended, et seq.), the terms of which are incorporated herein by reference.

(e) The **PUBLIC BODY**, its agents, employees, assigns, or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (2.1-374 et seq. of the Code of Virginia (1950), as amended), the terms of which are incorporated herein by reference.

Appendix C: Title VI

During the performance of this Contract, the PUBLIC BODY, for itself, its assignees, and successors in interest (hereinafter referred to as the "PUBLIC BODY") agrees as follows:

- (1) **Compliance with Regulations:** The PUBLIC BODY shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The PUBLIC BODY, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the PUBLIC BODY for work to be performed under a subcontract, including procurements of materials or leases or equipment, each potential subcontractor or supplier shall be notified by the PUBLIC BODY of the PUBLIC BODY's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- (4) **Information-Reports:** The PUBLIC BODY shall provide all information and reports developed as a result of or required by the Regulations or directives issued Pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the DEPARTMENT or Federal Highways Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a PUBLIC BODY is in the exclusive possession of another who fails or refuses to furnish this information, the PUBLIC BODY shall so certify to the DEPARTMENT or the Federal Highways Administration, as appropriate, and shall set forth the efforts it has made to obtain this information.

- (5) **Sanctions for Noncompliance:** In the event of the PUBLIC BODY's noncompliance with the nondiscrimination provisions of this Contract, the DEPARTMENT shall impose such contract sanctions as it or Federal Highways Administration may determine to be appropriate, including, but limited to:
- (a) Withholding of payments to the PUBLIC BODY under the Contract until the PUBLIC BODY complies; and/or
 - (b) Cancellation, termination, or suspension of the Contract in whole or in part.
- (6) **Incorporation of Provisions:** The PUBLIC BODY shall include the provisions or paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The PUBLIC BODY shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highways Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a PUBLIC BODY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the PUBLIC BODY may request the DEPARTMENT to enter into such litigation to protect the interest of the United States.

Appendix D: Audit Guidelines

OMB Circular A-133, Audits of State and Local Governments and Non-profit Organizations, was issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. A-133 is applicable to recipients of funds under this AGREEMENT. USDOT and FHWA regulations implementing A-133 are contained in 49 CFR Part 90 and 23 CFR Part 12, respectively. In addition, other regulations/publications which are applicable and should be referred to as necessary are:

- 1) OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"
- 2) 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (also referred to as "The Common Rule.").
- 3) Government Auditing Standards - "Yellow Book" - 1988 Revision.
- 4) "Compliance Supplement for Single Audits of State and Local Governments."

In preparing the audit reports, Subpart B, "Audits," of OMB Circular A-133, should be referenced and complied with.

Additional guidance is as follows:

- 1) Eligibility of costs is stressed for expenditures made within the grants. OMB Circular A-87 should be referenced and applied. Generally, some of the problems encountered are:
 - a) Unacceptable or no cost allocation plan, usually for "indirect costs."
 - b) Arbitrary allocation of costs.
 - c) Failure to maintain time and attendance records.
 - d) Failure to keep accurate track of employee time spent on each of several grants.
 - e) Improper documentation.
- 2) The report should have sufficient schedules, either main or supplementary, that identify beginning balances, revenues, expenditures by line item and individual grants, and fund balances. Virginia DRPT (DEPARTMENT) grants should be separated. A schedule of ineligible costs should also be included if such costs are found.

- 3) The report should present a schedule of indirect costs, and be presented in a manner that indicates the method of developing the costs (including fringe benefits). Indirect costs should be analyzed for eligibility of costs included (interest, taxes, etc.).
- 4) Costs should be classified to identify expenditures by the grantee in contract to disbursements actually passed through to subrecipients. The scope of the audit should include expenditures made by the subrecipients and be identified in the audit report. This includes consultants, subconsultants, and any other recipient of pass through funds.
- 5) Generally speaking, it is left up to the auditor's professional judgment to determine materiality in selection of parameters for sample testing and recognition of errors. However, it is suggested that the size of each individual grant in the entity be considered when selecting parameters rather than total overall operation of the entity
- 6) The following groups should be sent copies of the audit reports:
 - a) Two copies of the audit reports and two copies of the OIG Review of the Report are to be sent to:

Virginia Department of Rail and Public Transportation
Attention: Donald Karabaich, Senior External Auditor
1313 East Main Street, Suite 300
Richmond, VA 23219
 - b. Grantees expending more than \$500,000 a year in Federal assistance must forward a copy of the audit to a central clearinghouse designated by OMB.

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th St.
Jefferson, IN 47132
 - c. If your independent annual single audit contains FTA program findings, a copy of the entire audit report must be submitted to your FTA Regional Office. If your agency receives funds from more than one U.S. DOT agency and FTA is your point-of-contact for all DBE program issues, then you must submit the entire audit report if it contains any findings related to any DOT program.
 - d. If your independent annual single audit report contains no FTA program findings or other US DOT program findings, a copy of only the Federal Clearinghouse transmittal sheet must be submitted to your FTA Regional Office.

Appendix 1

**TEIF Rideshare Assistance
(Transportation Demand Management)**

Grant Recipient: County Board of Arlington County, VA

Payment Schedule

Project Start Date: July 1, 2011

Project Expiration Date: June 30, 2012

EIN: 546001123-00

Project No: 71012-06

Maximum State Share of Eligible Expenses: \$505,000.00

Maximum State Percentage of Non-federal expenses is 57.7%.

Payment No.	Payment Processing Date	Rideshare Payment Amount
1	October 15, 2011	\$159,917
2	January 15, 2012	\$159,917
3	April 15, 2012	\$159,916
4	FINAL	\$25,250
TOTAL		\$505,000
472	State share of project cost (57.7%)	\$505,000
1400	Local share of project cost (42.3%)	\$370,000

The processing for each payment will be initiated on the payment processing date. The final payment will be processed when a signed copy of the Certification of Ridesharing Expenses is received by the Department of Rail and Public Transportation. The Certification shall be submitted no later than September 30, 2012.

**Project Agreement for Use Of
Commonwealth Transportation Funds
Fiscal Year 2012**

The Commonwealth of Virginia, Department of Rail and Public Transportation, hereafter referred to as the DEPARTMENT, and County Board of Arlington, Virginia, hereafter referred to as the GRANTEE; enter into this Project Agreement. The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated July 1, 2009, and all amendments thereto, as if set out in full herein. The Department agrees to provide grant funding as detailed in Appendix 1, which also enumerates project summaries and budgets, and which is hereby incorporated and made a part of this Agreement. In no event shall this grant exceed \$505,000.

IN WITNESS whereof, the Department and the Grantee execute this Project Agreement for the Use of Commonwealth Transportation Funds, on the latest date noted below.

DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION

WITNESS:

Date: _____

By: _____
Director

COUNTY BOARD OF ARLINGTON,
VIRGINIA

WITNESS:

Date: _____

By: _____

Title: _____

The above Agreement is approved as to form: _____

County Attorney



Six-Year Improvement Program

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[MPO](#)
[Fund](#)
[Reports](#)

Line Item Details

Project Summary

UPC	T100
Project	COMMUTER ASSISTANCE PROGRAM
Scope of Work	ENVIRONMENTALLY RELATED
Description	Commuter Assistance Program ()
Report Note	MPO Project. Administered by DRPT
Fund Source	CM/RSTP

 District-wide

Project Location

District	Northern Virginia	Jurisdiction	Arlington County
Road System	Public Transportation	Length	-
Route	DRPT	Street	
MPO Area	Northern Virginia		

Estimates & Schedule

	Estimated Cost (Thousands)	Schedule
Prelim. Eng. (PE)		N/A
Right of Way (RW)		N/A
Construction (CN)		N/A
Total Estimate		

Required Allocations

Fund Sources	Previous Allocations	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Required After FY2017
	Values in Thousands of Dollars							
CMAQ: Federal	\$8,510	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CMAQ: Federal	\$10,308	\$3,360	\$3,444	\$3,531	\$3,618	\$3,709	\$3,801	
CMAQ: Federal	\$3,040	\$0	\$0	\$0	\$0	\$0	\$0	
CMAQ: State Match	\$765	\$0	\$0	\$0	\$0	\$0	\$0	
CMAQ: State Match	\$2,577	\$840	\$861	\$883	\$905	\$927	\$950	
CMAQ: State Match	\$760	\$0	\$0	\$0	\$0	\$0	\$0	
Non-Formula: Statewide	\$187	\$0	\$0	\$0	\$0	\$0	\$0	
RSTP (STP Regional): Federal	\$749	\$0	\$0	\$0	\$0	\$0	\$0	
Total Funding	\$26,896	\$4,200	\$4,305	\$4,413	\$4,523	\$4,636	\$4,752	(\$34,229)

**AN AGREEMENT FOR
THE UTILIZATION OF CONGESTION MITIGATION AND AIR QUALITY
IMPROVEMENT (CMAQ) FUNDS
IN ARLINGTON COUNTY**

THIS AGREEMENT, made this _____ day of October in the year two thousand and eleven, by and between the Commonwealth of Virginia, Department of Transportation, hereinafter called the DEPARTMENT, and Arlington County, hereinafter called the LOCALITY.

WHEREAS, the LOCALITY has submitted a Scope of Work for undertaking certain activities related to the promotion of Travel Demand Management (TDM) programs in the Northern Virginia District; and

WHEREAS, the DEPARTMENT has concurred with this Scope;

NOW, THEREFORE, the DEPARTMENT and the LOCALITY do hereby agree as follows:

ARTICLE I - PURPOSE OF FUNDS

CMAQ funds made available under this AGREEMENT are to be used in cooperation with the DEPARTMENT for TDM activities. The purpose shall be to provide educational, promotional and / or other related TDM assistance within the Northern Virginia District. A scope of work is attached in accordance with ARTICLE III which promotes the reduction of single-occupant auto usage in order to achieve at least one of the following objectives:

- Reduction of traffic congestion
- Promotion of alternative transportation modes
- Improvement of air quality

ARTICLE II - SOURCE OF FUNDS

Under the provisions of the Title 23 of the United States Code, CMAQ funds are available to the COMMONWEALTH for use in CMAQ-eligible projects. The sum of \$80,500 composed of \$64,400 in federal CMAQ funds and \$16,100 in state matching funds, shall be provided and made available to the LOCALITY for expenditure in FY12. This amount is provided to carry out the work activities described in the approved project scope of work incorporated in Attachment A.

The total amount of CMAQ funds allocated to LOCALITY and reimbursable under this agreement is \$80,500. Federal funds cannot be used to match in-kind service.

ARTICLE III - SCOPE OF WORK

The transportation planning activities to be financed with CMAQ funds are described in a Scope of Work developed by the LOCALITY and attached to this AGREEMENT as Attachment A. Any change in the character or extent of the work to be performed with CMAQ funds shall require an amendment to the Scope of Work and approval by the DEPARTMENT. Such requests must be received and approved prior to the expenditure of CMAQ funds for these activities.

Unless authorized in writing by the DEPARTMENT, the LOCALITY shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written consent of the DEPARTMENT. The DEPARTMENT will review and approve Request for Proposals which use CMAQ funds prior to their issuance. All requests or invitations for bids, proposals, qualifications, or interest, or other official procurement processes, however referred to by the LOCALITY, must receive written consent by the DEPARTMENT prior to advertisement or issue.

Those activities and description of work documented in the approved Scope of Work and any subsequent amendments thereto as approved by the DEPARTMENT are hereby approved for CMAQ funding subject to the conditions of this AGREEMENT.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the LOCALITY actual costs as defined herein.

Payments shall be made under the terms set forth in the Scope of Work.

All costs are subject to audit by the DEPARTMENT and/or the U.S. Department of Transportation. Any such audit shall be made in accordance with generally accepted auditing standards and procedures and be governed by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments; OMB Circular A-87, Cost Principles for State and Local Governments. Additional auditing requirements are set forth in Attachment B.

Any expenditure made or work or grant proposal performed by the LOCALITY on activities contained in the attached scope of work prior to the execution of this agreement by the DEPARTMENT will not be eligible for reimbursement.

ARTICLE V - PROGRESS SCHEDULES AND REPORTS

The LOCALITY shall document expenditures and progress in executing the Scope of Work through the invoicing and reporting requirements established in Tasks 5 and 7 of the Scope.

ARTICLE VI - PERFORMANCE PERIOD

Work to be performed under this AGREEMENT shall be initiated no sooner than July 1, 2011, and completed within the period established in the Scope of Work.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from this Planning Process in LOCALITY.
2. Withdrawal of the LOCALITY from this Planning Process.
3. By mutual agreement of the parties.

In the event of termination under provision 1 at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provision 2 said termination shall be effective the date of notification. In the event of termination under provision 3 said termination shall be effective when both parties have signed an agreement to terminate. Work completed up to the date of notification or agreement to terminate shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the LOCALITY shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The LOCALITY and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 49 CFR Part 18 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the LOCALITY, for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

The LOCALITY shall be free to copyright material developed under this AGREEMENT with the provisions that the DEPARTMENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Planning reports developed under this AGREEMENT shall be submitted to the DEPARTMENT for review and approval prior to publication and distribution.

All materials published by the LOCALITY or subrecipient shall:

1. contain an acknowledgment, "Prepared in cooperation with the Northern Virginia District of the Virginia Department of Transportation", and
2. comply with all appropriate state and federal laws.

ARTICLE X - SETTLEMENT OF DISPUTES

Any factual disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and his decision shall be final.

Any legal disputes in connection with the work performed in conjunction with this AGREEMENT, which are not disposed of by mutual agreement between the DEPARTMENT and the LOCALITY shall be transmitted in writing to the Commissioner of the DEPARTMENT and a 60-day period provided for his review and decision. The Commissioner, with assistance as needed from the Federal Highway Administration, will rule on the question and their decision shall be final unless the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of Title VI of the Civil Rights Act of 1964 as set out in Attachment C, attached hereto, and made a part of this AGREEMENT by reference.

ARTICLE XII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of the Virginia Fair Employment Contracting Act (Sections 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended). Section 2.2-4201 is set out in Attachment D attached hereto and made part of this AGREEMENT.

ARTICLE XIII - DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES

In connection with the performance of this AGREEMENT, the LOCALITY will cooperate with the DEPARTMENT in meeting its commitments and goals with regard to

the utilization of Disadvantaged Business Enterprises (DBEs-inclusive of women). The LOCALITY shall follow the Virginia Department of Transportation's Disadvantaged Business Enterprise program, the Virginia Public Procurement Act requirements and use its best efforts to insure that DBEs shall have equal opportunity to compete for contracts under this AGREEMENT.

The Locality will insure that all contracts, agreements made with any person, firm agency of whatever nature shall require compliance with the provisions of 49 CFR Part 26, as amended, and set out in Attachment E attached hereto, and made part of this AGREEMENT by reference.

Further, the LOCALITY agrees to provide the DEPARTMENT with quarterly reports on the actual dollar amount of funds expended with each DBE contractor.

ARTICLE XIV - AMENDMENTS

Amendments to this AGREEMENT, as may be mutually agreed to, may be made by written agreement between the DEPARTMENT and the LOCALITY.

ARTICLE XV - CERTIFICATIONS

The LOCALITY and the DEPARTMENT acknowledge that neither the representative for the LOCALITY nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

Prohibition Against the Use of Federal Funds for Lobbying

The prospective contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The prospective contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

For contracts of \$100,000 or more, the prospective contractor shall submit to the LOCALITY a signed "Certification of Restrictions on Lobbying," and shall require all subcontractors with contracts of \$100,000 or more to submit to the prospective contractor and the LOCALITY such signed certifications.

ARTICLE XVI – LIABILITY WAIVER

The LOCALITY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The LOCALITY is covered by and will keep in force an insurance policy from the Department of Risk Management, or its equivalent, which protects the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees against damage or injury caused by the negligence of the LOCALITY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCALITY have executed this AGREEMENT on the day and year first above written.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

BY: _____
Signature

Printed Name

Title

DATE: _____

LOCALITY

BY: _____
Signature

Printed Name

Title

DATE: _____

The above Agreement is approved as to form: _____

WAIVER

The LOCALITY shall not seek redress for damages or injury caused in whole or in part by the COMMONWEALTH, the DEPARTMENT or their officers, agents or employees acting within the scope of their duties. The LOCALITY is covered by and will keep in force an insurance policy from the Department of Risk Management, or its equivalent, which protects the COMMONWEALTH, the DEPARTMENT and their officers, agents and employees against damage or injury caused by the negligence of the LOCALITY, its officers, agents or employees which arise from their use of funds provided under this AGREEMENT.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCALITY have executed this AGREEMENT on the day and year first above written.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Signature

Printed Name

Title

DATE: _____

LOCALITY

BY: _____
Signature

Printed Name

Title

DATE: _____

- ATTACHMENT A - Scope of Work
- ATTACHMENT B - Contract Audit
- ATTACHMENT C - Title VI
- ATTACHMENT D - Virginia Fair Employment Contracting Act
- ATTACHMENT E - Disadvantaged and Women-Owned Business Enterprises

ATTACHMENT A

EMPLOYER OUTREACH SCOPE OF WORK

Fiscal Year 2012

Transportation Control Measure (TCM)-47c was adopted in the FY95-00 Transportation Improvement Program (TIP) by the Transportation Planning Board (TPB) of the National Capital Region. TCM-47c does not mandate employer participation. This measure will encourage private sector employers with more than 100 employees in the Metropolitan Washington region to voluntarily implement alternative commute (trip reduction) programs and is now classified as a Transportation Emission Reduction Measure (TERM).

LOCALITY will provide outreach services directly to employers in **Arlington County**, which will help promote commute alternatives, create new or expanded alternative commute programs, maintain existing programs, and provide a means to evaluate the impact of these employer efforts.

Activities to be performed include, but are not limited to, the following:

- TASK 1: Contact Employers and Promote Alternative Commute Programs -** Establish and maintain regular contact with employers. Encourage employers to establish an Employee Transportation Coordinator (ETC). Conduct sales calls and face-to-face meetings with employer ETCs and decision makers. Promote Alternative Commute Programs described in **Attachment A-1** as may be determined from the results of Task 2 or as may be developed through discussions with the employer.
- TASK 1A Maintain Contact with Employers with Existing Programs.** – No less frequently than quarterly, communicate with employers in the jurisdiction's database (see Task 4 below) that have existing TDM programs to verify and update contact information and encourage the continuation and / or strengthening of existing programs.
- TASK 2: Conduct Employee Commute Surveys** – Conduct employee commute surveys for employers who voluntarily choose to survey their employees. Although surveys are voluntary, strongly encourage the employer to conduct a survey. Ideally, the survey will be conducted once prior to the implementation of commute incentives, benefit programs or promotions, and again six months to one year after the employer has instituted an incentive or benefit program. The survey will consist of the core questions (as agreed to by Northern Virginia Employer Outreach representatives and the Commuter Connections Employer Outreach Committee) designed to assist in developing and evaluating alternative commute programs. The survey may be customized, including the addition of questions, to fit the needs of the employer and to obtain

information to develop a comprehensive employee commute plan for the employer.

Survey data will be used (a) to provide the employer with commute mode preferences, (b) to provide the jurisdictional employer outreach staff with basic information to make recommendations, and develop or change strategies that will help the employer and employees, and (c) to provide a site specific mode split which could be compared to follow-up data to determine success of the TDM strategies that were implemented. It is also a good tool for employers to track and evaluate program success (if appropriate or desired), and to give employees an opportunity to request additional commuter information.

Surveys will be distributed in one or both of the following methods, depending on the needs of the employer: 1) hard copies, or 2) email with a link to the Commuter Connections and / or Virginia online survey maintained either by MWCOG or through another online survey site.

When using hard copies or the online survey maintained by MWCOG, the request, survey editing and survey processing procedures agreed to by the Employer Outreach Committee will be followed.

TASK 3: Develop TDM Program Recommendations - Develop and provide in a written document with recommendations for the employers for the implementation of alternative commute incentives, benefits and programs. The recommendations will be based on the results of the initial employee commute survey if possible, and interviews with employer representatives. Provide copies of documents prepared under this Task to VDOT.

TASK 4: Record Keeping and Database Maintenance - Maintain the elements of the regional ACT Employer Outreach database that pertain to employers in the LOCALITY to include the following elements at a minimum:

- Employer name, location, contact name, phone number, email address, number of total employees, number of participating employees, and existing TDM programs,
- TDM program implementation dates and participation rates,
- All contact, communications and work conducted with employers including sales calls, meetings, survey dates and results, and promotions.

Update information in the ACT Employer Outreach database no less frequently than every three months. Incorporate the results from surveys conducted in Task 2 as data is available.

The ACT database will be used for the purpose of:

- recording the status of each employer-based TDM program for which the jurisdiction has knowledge,
- tracking Employer Outreach activities conducted by each jurisdiction,
- identifying employers with additional office locations in other jurisdictions and for viewing past outreach activities for an employer that is relocating from another jurisdiction.

Close coordination with Employer Outreach representatives from other jurisdictions will be adhered to for outreach with employers with additional office locations in other jurisdictions and employers relocating from another jurisdiction.

TASK 5: Reports - Provide an Activity Report, in the format shown as Attachment A-2, summarizing employer outreach activities and results to VDOT no less than quarterly and with all reimbursement requests.

TASK 6: Meetings and Training - Attend Commuter Connections Employer Outreach Committee meetings as desired and as may be made available by COG.

TASK 7: Reimbursement Requests - Provide an invoice to VDOT at least once every three months from the start of the fiscal year. The final invoice for the fiscal year should be submitted by August 31, 2012. Invoices shall be accompanied by sufficient documentation to substantiate costs incurred during the period, and include at a minimum:

- number of hours devoted to Employer Outreach and resulting labor costs;
- description of Direct Costs, accompanied by copies of invoices for individual Direct Costs exceeding \$1,500;
- invoices for any work performed by subcontractors for which reimbursement is requested;
- number of new employers contacted;
- brief summary of major activities conducted during invoice period if not reflected on Activity Report (Form A-2).

Invoices which do not include the above information may not be approved by VDOT for payment. The preferred format for invoices submitted to VDOT is shown as Attachment A-3.

FISCAL YEAR 2012 PROJECT GOALS

These Goals represent target values. Program funding is not dependent upon achievement of specific values. Progress towards achieving Goals will be monitored and will serve as guidance for potential program adjustments throughout the year.

- Conduct commute surveys at all employers that implement a new alternative commute program.
- Establish [see below] new Level 3 or 4 employers.
- Maintain the existing number of Level 3 and 4 employers.
- Meet with [see below] employers.
- Conduct [see below] sales calls.
- Conduct [see below] outreach activities such as transportation information fairs and other events designed to promote the use of alternative travel modes.

Annual Sales Goals	
Employer	<ul style="list-style-type: none"> • Bring 60 New Prospects to the ATP Network • Move 10 employers to Level 2 • Move 30 employers to Level 3 • Move 10 employers to Level 4 • Use the Service Guide Campaign to get back into the influencer market • Continue Social Media presence by unifying aspects and launch YouTube channel • Retain 100% Existing Level 2&3 Customers (relocation not counted) • Build Awareness – increase 1% from previous customer survey • Rebrand Service Guide & Create new Relocation Guide • Build stronger partnerships with Property Managers, AED and BIDS

Residential	<ul style="list-style-type: none"> • Maintain 93% + penetration rate. • Continually evaluate Prospects (level or delete) • Move 5 Level 1 to Level 2 • Move 20 Level 2 to Level 3 • Move 10 Level 3 to Level 4 • Use Transportation Display Units to increase residential participation. • Use online Brochure Service to retain and increase residential property clients. • Use Solutions to retain and increase residential property clients and increase their resident participation. • Use “Redefine Your Commute” to retain and increase residential property clients and resident participation. • Projects: Residential Reconnect, Redefine your Commute, Training Sessions, Ongoing meetings/support to meet above goals. Training of new people in everything residential and visitor as part of the hybrid personnel push to cross train all new employees.
Visitor	<ul style="list-style-type: none"> • 8 new brochure service accounts (remaining hotels) • Move 3 Level 2 Employers to Level 3+ • Move 3 Level 3 Employers to Level 4. • Keep 100% penetration. • Implement Transit Benefits for 3 hotel clients to encourage the use of local transportation options. • Use Transportation Display Units to increase participation. • Use Solutions to retain and increase Visitor Service clients and increase use of HOV options. • Use “Redefine Your Commute” to retain and increase Visitor Service clients and increase usage of HOV options. • Projects: Visitor Service Website content, , Training materials for concierges (Redefine your commute campaign), ongoing meetings/support to meet above goals.
Developer	<p>Work with 18 total projects, both residential and commercial.</p> <ul style="list-style-type: none"> • New buildings coming online to receive Certificate of Occupancy – 5 • Existing buildings coming under enforcement – work with Arlington County Enforcement Personnel to establish clients. • Up-sell projects already implementing lower-level TDM programs – work with Arlington county personnel to coordinate which properties to work with. • Close out old site plans - 5

Work Plan

Projects

Employer Services – Focus back to Influencer market.

C-Class executive survey

Telework Campaign

Make all materials Electronic – Redefine, Services Guide, Relocation, Service Sheet, TID information. Choose software and get project up and running.
Move away from printed Solutions except for bulk orders.
Continue and greatly increase Facebook, Twitter, and blog efforts
Continue rebranding efforts of materials
Continue with ACT regional and national efforts.
MoLab Partnership
Capital Bikeshare Partnership – Rosslyn-Ballston Expansion and focused residential Campaign in Pentagon City, Crystal City
Bike Partnership – increase BFB applications
Walk Partnership – WalkArlington Works
Residential- expanding redefine relationships and working more with Corporate level of Archstone, Paradigm
Developer – Work with County to complete parking redux project. Continue Site Plan efforts.
ACT annual database survey and clean-up
New CRM database
TID follow up project – ensuring the kiosks are stocked and contacts are informed about their site plan requirements.
Client events – “Breakfast Club” type events throughout the year. Increase green events, transit benefit fairs etc.
Determine the future of Redefine – Another push? Modified Redefine? Redefine team?
Alexandria Partnership

July 2011

Bicycle Friendly Business Applications due
FY10 Report due
e-Solutions
Facebook 4 entries
Monthly blog

- 2 employer/visitor/residential/developer

ACT Conference
ATP website ongoing improvements – logo changes throughout
ACT! Employer database clean up
T: Clean up

August 2011

e-Solutions
Monthly blog – 2
Facebook 4 entries
ATP website ongoing improvements – work on collapsing copy
ACT National Conference
ACT! Employer database clean up
T: Clean up

September 2011

Solutions

Monthly blog – 2

Facebook 4 entries

Car-Free Day - September 22

ACT! Employer database clean up

Clarendon Day-focus on partnering more with the Alliance this year

Bike Sharing teamwork with goDCgo

October 2011

Quarterly ATP measurement meeting (goals for Residential, Visitor Services and employer)

eSolutions

Monthly blog – 2

Facebook 4 entries

Bike Sharing teamwork with goDCgo

November 2011

Bicycle Friendly Business push

eSolutions

Breakfast Club

ACT Leadership Academy

Monthly blog – 2

Facebook 4 entries

First Internal 2012 Bike to Work Day monthly meeting

Bike Sharing teamwork with goDCgo

December 2011

eSolutions

Monthly blog – 2

Facebook 4 entries

Bike Sharing teamwork with goDCgo

January 2012

Bicycle Friendly Business applications due

Quarterly ATP measurement meeting (goals for Residential, Visitor Services and employer)

Solutions

Decision about paper solutions going forward

Facebook 4 entries

Monthly blog – 2

Bike Sharing teamwork with goDCgo

February 2012

eSolutions
Monthly blog – 2
Facebook 4 entries
Bike Sharing teamwork with goDCgo

March 2012

Breakfast Club
eSolutions
Monthly blog – 2
Facebook 4 entries
Bike Sharing teamwork with goDCgo

April 2012

eSolutions
Monthly blog – 2
Facebook 4 entries
Quarterly ATP measurement meeting (goals for Residential, Visitor Services and employer)
Bike Sharing teamwork with goDCgo

May 2012

Bike To Work Day
Solutions
Monthly blog – 2
Facebook 4 entries
Bike Sharing teamwork with goDCgo

June 2012

Bicycle Friendly Business Push
eSolutions
Monthly blog -2
Facebook 4 entries
Bike Sharing teamwork with goDCgo

Potential Alternate Commute Programs to be Promoted in Employer Outreach Activities

Carpool and Vanpool Formation - Work with the employer and employees to encourage and establish carpools and vanpools. The Commuter Connections ridematching system as well as other on-site ridematching systems, promotion of carpool incentives, and van start/van save incentives through the state grants received by the local commuter assistance programs will be used to facilitate carpool and vanpool formation. Coordination with third party vanpool operators will also be used for vanpool formation.

Telework/Telecommuting - Encourage and assist employers with the development and/or expansion of formal telework programs. Request assistance, as needed, from the Department of Rail and Public Transportation and coordinate with DRPT on promotion and employer participation in the Telework!VA program.

Parking Management Strategies - Encourage and assist employers with development of strategies to reduce parking demand, including car sharing, parking cash-out, preferential carpool/vanpool parking and bicycle parking.

TDM Information - Provide transportation and employer benefit and incentive information to employer and employees through onsite promotions, displays, emails, and employer web site.

Transit/Vanpool/Bicycle Benefit Programs - Encourage and assist employers with the development of transportation benefit programs [in accordance with IRS Section 132(f)], pre-tax transit pass purchase programs, and / or other non-SOV commuter benefit programs. Work directly with WMATA SmartBenefits sales force to promote SmartBenefits and assist employers with planning and implementation of SmartBenefits transportation benefit programs for employees that commute via transit or a qualified vanpool. Provide information to employers on benefit administration programs through WMATA and other third party administrators who can assist in implementing a transit/vanpool benefit program at an employer worksite. Provide planning assistance to employers to establish onsite transit pass, token and ticket sales, and SmartBenefit exchange services.

New Hire Programs - Assist employers in providing commute alternative information to newly hired employees. This may consist of delivery of commute options and employer provided benefits and incentive information to new employees through the development of a packet of transportation information, oral presentations at new hire orientations, email, and the employer's web site.

Guaranteed Ride Home (GRH) Program - Assist employers with offering the Commuter Connections regional GRH service to employees who take alternative commute modes at least two days per week. Assist employers seeking to provide supplemental GRH trips for their employees.

Alternative Work Scheduling - Encourage and assist employers with the implementation of flexible work schedules, compressed work weeks and staggered work hour programs.

JURISDICTION / AGENCY _____

TIME PERIOD From _____
To _____

	NEWLY ACTIVE Employers ¹	FOLLOW-UP Employers	Total
Contacts via <u>Personal</u> Contact (Voice, Letter or Personal E-mail) ²			
Contacts via <u>Broadcast</u> Contact (Letters, Flyers, Newsletter or Broadcast E-mail) ³			
Sales Meetings / Site Visits			
On-Site Events / Promotions			
Employers Surveyed			
	New TDM Employers ⁴	Previously Reported TDM Employers	Total
Level 1 TDM Employers			
Level 2 TDM Employers			
Level 3 TDM Employers			
Level 4 TDM Employers			
TOTAL			

1 - Newly Active employers are either (a) new to the ACT! database, or (b) included in ACT! database but have been dormant for over 2 years

2 - Number of individual calls, letters, e-mails, etc. addressed personally

3 - Impersonal brochures, flyers, blast e-mails, etc.

4 - Report changes as POSITIVE or NEGATIVE as appropriate

VDOT TCM-47c EMPLOYER OUTREACH INVOICE

Jurisdiction / Agency: Arlington County

UPC 78210 Invoice No. _____

Invoice Period: From: _____ To: _____

Invoice Date: _____

Remit Address (MAIL):

Remit Address (WIRE): Bank: _____
 ABA No.: _____
 Acct. No.: _____
 Fed ID No.: _____

LABOR	Hours This Invoice	COST		
		Total this Invoice	Previously Billed	Total Billings to Date
Staff A			
Staff B			
etc.			
DIRECT COSTS				
Equipment	(explain and document over \$1,500)			
Materials and Supplies	(explain and document over \$1,500)			
Data Processing	(explain and document over \$1,500)			
Travel	(explain and document over \$1,500)			
Printing / Reproduction	(explain and document over \$1,500)			
Other Direct Costs	(explain and document over \$1,500)			
TOTAL OTHER DIRECT COSTS		\$ -	\$ -	\$ -
CONSULTANT / CONTRACTOR INVOICES ¹				
	Consultant / Contractor A			
	Consultant / Contractor B			
	Consultant / Contractor C			
CONSULTANT / CONTRACTOR TOTAL		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	

Not to exceed contract total ↑

 (Signature) (Date)

CONTRACT TOTAL = \$ 80,500

1 - Itemize by contractor and activity. Provide copies of contractor invoices and status reports

ATTACHMENT B CONTRACT AUDIT

The LOCALITY shall permit the Department to audit, examine, and copy all documents, computerized records, electronic mail, or other records of the LOCALITY during the life of the contract and for a period of not less than three years after date of final payment, or date LOCALITY is declared in default of Contract, or date of termination of the Contract.

1. The documents and records shall include, but not be limited to those that were used to prepare all schedules used on the project, record the progress of work on the project, accounting records, purchasing records, personnel payments or records necessary to determine employee credentials, vendor payments and written policies and procedures used to record, compute and analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Department.
2. Records pertaining to the project as the Department may deem necessary in order to permit adequate evaluation and verification of LOCALITY's compliance with contract requirements, compliance with the Department's business policies, and compliance with provisions for pricing work orders or claims submitted by the LOCALITY or the LOCALITY's subcontractors, insurance agents, surety bond agents and material suppliers shall be made available to the auditor(s) at the Department's request. The LOCALITY shall make its personnel available for interviews when requested by the Department.
3. Upon request, the LOCALITY shall provide the Department with data files on data disks, or other suitable alternative computer data exchange format.

The LOCALITY shall ensure that the requirements of this provision are made applicable to his subcontractors, insurance agents, surety bond agents and material suppliers. The LOCALITY shall cooperate and shall cause all related parties to furnish or make available in an expeditious manner all such information, materials, and data. The LOCALITY shall be forthcoming in disclosing all sources and locations of media.

It shall be the LOCALITY'S responsibility to notify the Department, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the LOCALITY'S liability for any costs not supported by the proper documentation for the subcontractor's phase of the services.

The LOCALITY shall provide immediate access to records for the audit and provide immediate acceptable facilities for the audit.

ATTACHMENT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age or handicap.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, or the Federal Highway

Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
- (a) withholding of payments to the contractor under the contract until the contractor compiles, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions in the event a contractor becomes involved in or is threatened with litigation with a subcontractor. The contractor may request the State and/or the United States to enter into such litigation in order to protect their respective interests.

ATTACHMENT D

VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

Section 2.2-4201 Code of Virginia (1950) as amended

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the State. (1975, c.626.)

ATTACHMENT E

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS 49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The LOCALITY agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the LOCALITY shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The LOCALITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The LOCALITY agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.