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Contact Person: Kathy Johnston 360-705-8433			Vendor ID #: 91-6001283A 8 C.F.D.A. #: 20.205	
Contact Person: Diane Wiatr 253-591-5380				
Agreement Number GCB2361	Start Date January 3, 2015	Completion Date December 31, 2018	Project Amount \$270,000	Project Title 2014 TDM WSDOT Grant

THIS AGREEMENT between the Washington State Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called "WSDOT" and the legal entity as shown above hereinafter referred to as the "Contractor", individually the "Party" and collectively the "Parties." WITNESS THAT:

WHEREAS, Moving Ahead for Progress in the 21st Century Act (MAP-21) (P.L. 112-141), was signed into law by President Obama on July 6, 2012; and

WHEREAS, the Congestion Mitigation and Air Quality (CMAQ) Improvement under MAP-21 provides funding to areas in nonattainment or maintenance for ozone, carbon monoxide, and/or particulate matter; and

WHEREAS, The goals of the CTR (RCW 70.94.521-551) Law are to reduce traffic congestion, air pollution and petroleum fuel consumption through employer-based programs that reduce the number of commute trips in single occupant vehicles (SOV); and

WHEREAS, a multi-jurisdiction work group recruited WSDOT to obtain and administer a CMAQ grant to deliver a regional transportation demand management program and to enhance their trip reduction programs;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the Contractor agree as follows:

I
General

The purpose of this Agreement is for WSDOT to provide funding to support the Contractor to develop and implement transportation demand management strategies to reduce traffic congestion, improve air quality and reduce petroleum fuel consumption.

II
Scope of Work

The scope of work is described in the Exhibit I, which is by this reference fully incorporated herein as if fully set out in this AGREEMENT. The caption headers and the recitals above are hereby incorporated into this Agreement.

III
Term of Project

The Project period shall begin on the date shown in the caption space header titled “Start Date” and shall continue through the date shown in the caption space header titled “Completion Date” regardless of the date of execution of this AGREEMENT, unless terminated as provided herein.

IV
Termination

Either Party, at its sole discretion, may terminate this Agreement in whole; or from time to time in part, whenever:

1. The other Party has breached the contract, and after fourteen (14) days written notice, has failed to correct the breach; or
2. The requisite state, local, or federal funding is reduced or becomes unavailable through failure of appropriation or otherwise; or
3. The continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds; or
4. A request to terminate in whole or in part has been made in writing by the other Party.

If this Agreement is terminated prior to fulfillment of the terms stated herein, the Contractor shall be reimbursed only for actual and eligible grant expenses incurred on the Project prior to the date of termination and as set forth in Section V, Project Reimbursement and Payment, and shall not exceed the Total Project Amount as set forth in the caption header entitled “Project Amount”.

V
Project Reimbursement and Payment

WSDOT shall reimburse the Contractor for eligible Project costs not exceeding the amount shown in the caption space header titled “Project Amount”. WSDOT will reimburse the Contractor only for actual and eligible direct Project costs. Payment will be made on an incremental, reimbursable basis. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices accompanied by progress reports and financial summaries. The Contractor's final payment request must be received by WSDOT no later than 30 days after the date shown in the caption space header titled “Completion Date” or within 30 days of the termination of this Agreement, whichever is sooner. Any payment request received more than 30 days after the date shown in the caption space header titled “Completion Date” will not be eligible for reimbursement.

VI
Waiver

In no event shall the payment of any reimbursement request by WSDOT to the Contractor constitute or be construed as a waiver by WSDOT of any breach of contract, or any default which

may exist on the part of the Contractor. The making of any such payment by WSDOT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to WSDOT with respect to such breach or default.

VII Deliverables

The Contractor shall prepare quarterly reports describing the progress of the Project as outlined in the scope of work (Exhibit 1) and submit such reports to WSDOT by the 15th of the month following the end of each calendar quarter. The Contractor shall deliver the final Project report to WSDOT no more than 30 days after the date shown in the caption space header titled "Completion Date".

VIII Agreement Modifications

Either Party may request changes in the scope of work. Such changes, which are mutually agreed upon, shall be incorporated as written amendments to the Agreement. No variation or alteration of the terms and conditions of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

IX Compliance with Laws and Regulations

Each Party agrees to abide by all applicable state, local, and federal laws and regulations, including but not limited to the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by WSDOT, and (5) the federal aid project agreement entered into between and State and Federal Government. Each Party will also adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

X Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein. The Contractor shall not discriminate on the base of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program as required by 49 CFR Part 26 as approved by USDOT, 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 Contractor of its failure to carry out its approved program, WSDOT may impose sanctions as provided for under Part 26 and may in appropriated cases refer the matters 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.). The Contractor agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work.

XI
Project Records

The Contractor agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and indirect Project costs claimed to have been incurred in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account". All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in proper detail the nature and propriety of the charges.

XII
Audits, Inspections, and Retention of Records

WSDOT Auditor, Federal Auditor, State Auditor, City Auditor and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of a Party's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to the Project shall be retained by the Parties for six years from the date of completion of the Project or the Project final payment date. However, in case of an audit and/or litigation or a claim, the Contractor must retain all records until the audit and/or litigation or claim is completed and fully resolved.

XIII
Limitation of Liability

A. The Contractor shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the Contractor's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the Contractor, its agents, employees and officers. Provided, however, that nothing herein shall require the Contractor to indemnify and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The Contractor specifically assumes potential liability for actions brought by Contractor's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the Contractor or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

XIV
Disputes

A. If the Parties cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the Contractor may submit a written detailed description of the dispute to the Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the Statewide Transportation Demand Management Programs Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten (10) days from the date of Contractor's receipt of WSDOT's written decision, the Contractor mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the Contractor shall be afforded an opportunity to offer material in support of its position. The Contractor's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by WSDOT, the Contractor shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. Claims for Damages. Should either Party to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other Party or any of that Party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within thirty (30) days after the first observance of such injury or damage.

D. Rights and Remedies. All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the Parties hereto. No action or failure to act by the WSDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. Venue. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

XV
**Certification Regarding the Restrictions of the
Use of Federal Funds for Lobbying**

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal funds pursuant to a contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, a grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVI

Suspension and Debarment

The Contractor agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System records at www.sam.gov before entering into any subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

XVII

Execution and Acceptance

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof that are set forth in this Agreement.

XVIII

Execution

This Agreement is executed by the Director of the Public Transportation Division, of the Washington State Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of

Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

XIX

Authority to Sign

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

State of Washington
Department of Transportation

Contractor

By: _____
BRIAN LAGERBERG, Director
Public Transportation Division

By: _____

Date: _____

Date: _____

Exhibit I

2014 TDM WSDOT Grant Scope of Work for Tacoma

July 1, 2016 -Dec. 31, 2018

Total Available: \$270,000

Work Item	Timeframe	Cost	Goal/Objective	Performance Measurement
Household Travel Survey Oversample	Spring of 2017	\$25,000	Measurement tool for Tacoma's CTR program in addition to the CTR Survey	Develop mutually agreeable performance measurement plan with WSDOT staff.
Downtown to Downtown and Tacoma Short Trips Marketing and Bus Ads - <i>No Dumb Car Trips campaign</i>	Fall 2016 and Summer 2017	\$20,000	Target trips internal to downtown and between Tacoma and Seattle for transit, walking and biking	Develop mutually agreeable performance measurement plan with WSDOT staff
Downtown to Defiance	Fall 2016 and 2017	\$5,000	Get the community out walking and biking in a celebratory manner. This will help fund marketing for the event.	Develop mutually agreeable performance measurement plan with WSDOT staff
In Motion Downtown	Spring of 2017	\$20,000	Reach out to residents downtown with individualized marketing	Develop mutually agreeable performance measurement plan with WSDOT staff
Tacoma Leading by Example-Work strategically with all City sites to push commute options for our employers.	Fall 2016 - Fall 2017	\$15,000	The City of Tacoma provides transit and vanpool benefits but also provides free parking at some of its worksites. Evaluate possible policy changes as well as encouragement programs to improve the mode splits and act as leaders	Develop mutually agreeable performance measurement plan with WSDOT staff

Support Downtown On the Go, Tacoma's Transportation Management Association	July 1, 2016 - June 30, 2018	\$180,000	<p>Bolster the work of Downtown On the Go by:</p> <ul style="list-style-type: none"> -Focusing on students at high school and higher education institutions. -Create a Tacoma "60 people" photo to highlight the benefits of non-car transportation -Increase the outreach around Park(ing) Day to create a bigger event in downtown -Support outreach and events for Biking, Walking, and Transit within the downtown core 	Develop mutually agreeable performance measurement plan with WSDOT staff
Change the mode split at downtown specific sites (Downtown On the Go)		\$5,000	Outreach to two interested businesses that are willing to go the extra mile	Develop mutually agreeable performance measurement plan with WSDOT staff

Total: \$270,000