



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 18, 2018

Intercity Transit
Ann Freeman-Manzanares
PO Box 659
Olympia WA 98507-0659

Subject: Executed Agreement GCB2966

Dear Ms Freeman-Manzanares

Enclosed is a fully executed TDM Pilot Program agreement WSDOT agreement number GCB2966.

We will email you the personalized reimbursement request form. To receive payment, please e-mail your completed reimbursement request to PTDinvoices@wsdot.wa.gov.

If you have any questions or need technical assistance, you may contact Shamus Misek at 360-705-7346. We look forward to working with you during the course of your project.

Sincerely,

A handwritten signature in blue ink that reads "Firas M".

Firas Makhoulouf, Business Services Manager
Public Transportation Division

FM: lb

Enclosure

Transportation Demand Management Pilot Program Agreement	
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 Contact Person: Keith Cotton 360-970-1796	Contractor Intercity Transit PO Box 659 Olympia, WA 98507-0659 Contact Person: Ann Freeman-Manzanares 360-705-5838
Project Cost: <div style="display: flex; justify-content: space-between;"> <div>State Funds</div> <div>\$250,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Match Funds</div> <div>\$ 25,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Project Cost</div> <div>\$275,000</div> </div>	Federal ID #: 26-2565063 Scope of Project: As set forth in Exhibit 1, Project Scope of Work.
Term of Project: July 1, 2017 through June 30, 2019	UPIN: PTTD825 Agreement Number: GCB2966

This AGREEMENT is entered into by the Washington State Department of Transportation, hereinafter referred to as "WSDOT" and the Contractor identified above, hereinafter referred to as "CONTRACTOR", and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the state's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers ("GTEC") in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2018, Chapter 313 Section 220 (7), authorizes funding for Public Transportation to provide solely for a voluntary pilot program to expand public-private partnership Commute Trip Reduction (CTR) incentives to make measureable reductions in off-peak, weekend, and non-work trips through the multi-modal transportation account as identified in the budget through its 2017-2019 biennial appropriations to WSDOT;

WHEREAS, the Legislature has directed the State to create a pilot grant program to expand public-private partnership trip reduction incentives, make measurable reductions in off-peak, weekend and non-work vehicle trips on Interstate 90, I-5 and/or I-405 corridors, and test potential improvements to the state's CTR Program;

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature; and

NOW, THEREFORE, in consideration of terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit 1, "Project Scope of Work," Exhibit 2, "Legislative Progress Report", Exhibit 3, "Final Progress Report", Exhibit 4, "Invoice Voucher Template", and Exhibit 5, "WSDOT's Guidance for Transportation Demand Management Incentives", IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for a voluntary pilot program to expand public-private partnership Commute Trip Reduction incentives to make measurable reductions in off-peak, weekend, and non-work trips, hereinafter known as the "Project." The Project must focus on travel markets using the I-90, I-5, or I-405 corridors.

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 22 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>, and any amendments thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here,

<https://www.transit.dot.gov/sites/fta.dot.gov/files/FTA%20Master%20Agreement%20FY2017%20-%2010-1-2016.pdf>, and any amendments thereto.

Section 2

Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in Exhibit 1, "Project Scope of Work," attached hereto and by this reference is incorporated into this AGREEMENT.

Section 3

Term of Project

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled "Term of Project" of this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled "Term of Project" and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

Section 4

Project Costs and Match Requirement

A. The total reimbursable cost to accomplish the Project Scope of Work shall not exceed the "State Funds" detailed in the caption space header above titled "Project Costs." The CONTRACTOR agrees to expend eligible "State Funds" together with any "Match Funds" identified above in the caption space header "Project Costs," in an amount sufficient to complete the Project as detailed in Exhibit 1, "Project Scope of Work." If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the caption space header above titled, "Project Costs", the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

B. Local Match Requirement. The CONTRACTOR is required to ensure that a ten percent match of funds for the Project as identified in the caption space header titled, "Project Costs," is provided in the Match Funds. Any reduction in match will result in a proportional reduction in grant funds. Match-eligible expenditures include transportation operating costs, capital costs, labor, incentives, subsidies, marketing, materials production and distribution costs. Any incentives provided with state funds must be in

compliance with WSDOT's Guidance for Transportation Demand Management Incentives, as set forth in Exhibit 5.

Section 5
Reimbursement and Payment

A. Payment will be made with State Funds by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 7 – Progress Reports may delay payment. The CONTRACTOR must submit an invoice using either State of Washington Form A-19 (Invoice Voucher), a copy of which is attached hereto as Exhibit 4 and by this reference incorporated into this AGREEMENT or a format approved by WSDOT. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Project" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 6
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 related indirect Project costs 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 sufficient detail the nature and propriety of the costs claimed.

Section 7
Progress Reports

As part of Exhibit 1, the "Project Scope of Work," the CONTRACTOR shall develop and submit a Performance Measurement Plan to WSDOT for review and approval. The plan must describe a method to measure and report the number of vehicle trips reduced, vehicle miles traveled reduced, cost per vehicle trip reduced and cost per vehicle mile traveled reduced. The CONTRACTOR shall submit two different progress reports to WSDOT so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The CONTRACTOR shall prepare and submit the following reports describing the project's progress and performance to WSDOT: a Legislative Progress Report, as set forth in Exhibit 2, and a Final Progress Report, as set forth in Exhibit 3.

Section 8
Audits, Inspections, and Records Retention

WSDOT, the State 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 the CONTRACTOR's records with respect to all 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, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 9
Agreement Modifications

- A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.
- B. If an increase or reduction in State Funds is appropriated for this Project, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such increase in funding.
- C. Provided, however, that changes to the Project title, federal ID number, UPIN the contact person of either PARTY, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

Section 10
Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 11
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 WSDOT Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation 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 calendar (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.

Section 12
Termination

- A. **Termination for Convenience.** Either PARTY may terminate this AGREEMENT for convenience and without cause upon thirty (30) days written notice to the other PARTY. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
 2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
 4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. Either PARTY may terminate this AGREEMENT for default at any time by written notice to the other PARTY, if that PARTY materially breaches or fails to perform any of the requirements of this AGREEMENT. Pursuant thereto, WSDOT may terminate this AGREEMENT for reasons including, but not limited to, if the CONTRACTOR:

- a) Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
- b) Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
- c) Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any material provision of this AGREEMENT. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

Section 13

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 14

Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 15

WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 16

Limitation of Liability and Indemnification

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 the WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the 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.

Section 17

Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. 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.

Section 18

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable State laws and regulations, including, but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336, including any amendments thereto which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

Section 19

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 20

Counterparts

This AGREEMENT may be 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 in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 21

Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, State of Washington, 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.

Section 22
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Brian Lagerberg for
Brian Lagerberg, Director
Public Transportation Division

4-18-18
Date

CONTRACTOR

Ann Freeman-Manzanares
Authorized Representative
General Manager

Title
Ann Freeman-Manzanares

Print Name
Ann Freeman-Manzanares
Date
April 9, 2018

EXHIBIT 1
Project Scope of Work

1. Scope of Work

A. Project Work Plan

The CONTRACTOR agrees to submit to WSDOT a project work plan when the CONTRACTOR submits its first invoice. The project work plan will include the following elements:

1. The work plan shall identify the deliverables, schedule, strategies, performance measures and the budget specific to strategies associated with this AGREEMENT. These plans may include, but are not limited to, recruiting new employer worksites, collecting travel behavior information, providing incentives, performing promotion and marketing, providing ride-matching services, and other transportation demand management services.
2. The project work plan shall include a performance measurement plan that will describe the project's methods and schedule for baseline and progress information, including the number of vehicle trips reduced, vehicle miles traveled reduced, cost per vehicle trip reduced and cost per vehicle mile traveled reduced.
3. The project work plan budget shall identify how the CONTRACTOR will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT that will be used to complete each task.
4. The project work plan must be approved in writing by the WSDOT Project Manager, and shall be incorporated as a written amendment to the AGREEMENT. The project work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR and shall be incorporated as a written amendment to this AGREEMENT.

B. Work to be Performed

The CONTRACTOR agrees to implement a transportation demand management program based on the approved project work plan.

C. Use of State Funds for Incentives

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

D. Progress Reports and Invoices

The CONTRACTOR agrees to submit to WSDOT a progress report, as specified by WSDOT in Section 7 – Progress Reports of the AGREEMENT, in Exhibit 2 “Legislative Progress Report,” and as integrated with the deliverables identified in the project work plan, along with all invoices in accordance with Section 5 – Reimbursement and Payment of the AGREEMENT. The CONTRACTOR shall submit the Legislative Progress Report, as set forth in Exhibit 2, to WSDOT by September 14, 2018. All invoices shall be complete and accurately reflect actual State funded expenditures. Only those activities identified in the CONTRACTOR'S approved work plan will be reimbursed by WSDOT.

E. Final Progress Report

The CONTRACTOR agrees to submit to WSDOT a final progress report, a template of which is attached hereto as Exhibit 3 “Final Project Progress Report.” The CONTRACTOR shall submit the Final Progress Report, as set forth in Exhibit 3, to WSDOT by June 1, 2019. The final progress report shall provide an estimate of any other financial resources not provided in this AGREEMENT that were used to complete each task and shall provide a list of the funds provided in this AGREEMENT that were disbursed by the CONTRACTOR to its eligible contracting partner(s).

EXHIBIT 2
Legislative Progress Report



PUBLIC TRANSPORTATION DIVISION
Transportation Demand Management Pilot Program
Legislative Progress Report

Organization Name: _____ Date: _____
Agreement Number: _____

PROJECT PROGRESS

1. Did you achieve your project goals?

Please enter explanation here.

2. Required Performance Information:

	Initial	Current
Vehicle trips reduced:		
Vehicle miles traveled reduced:		
Cost per vehicle miles traveled reduced:		
Cost per vehicle trip reduced:		

3. Other performance information you would like to share?

Please enter information here.

4. Provide the achieved measurable benefits on the I-90, I-5 or I-405 corridors.

Please enter explanation here.

5. Describe the effectiveness of each of the strategies used in this project.

Please enter explanation here.

6. Describe the use of incentives and their effectiveness in reducing trips and Vehicle Miles Traveled.

Please enter explanation here.

7. Describe each of the partners in the project and their contributions.

Please enter explanation here.

8. What did you learn from this project? What would you share with other communities?

Please enter explanation here.

9. Would you change the traditional CTR program based on this project's outcome? If so, how?

Please enter explanation here.

10. What were your major challenges?

Please enter explanation here.

11. What would have made the project more successful?

Please enter explanation here.

12. Expenditures to date, including partner match.

Organization	Total disbursed this agreement	Purpose of disbursal
Total Disbursement:	\$	

PROJECT MANAGER CERTIFICATION (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)

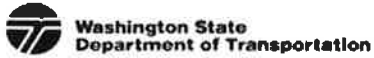
Project Manager: _____ Date: _____

Title: _____ Contact Number: _____

Name of Person Completing Form: _____

Email a copy of the completed progress report with any supporting documents to
PTDReports@wsdot.wa.gov and cc Keith Cotton, cottonk@wsdot.wa.gov.

EXHIBIT 3
Final Progress Report



PUBLIC TRANSPORTATION DIVISION
Transportation Demand Management Pilot Program
Final Progress Report

Organization Name: _____ Date: _____
Agreement Number: _____

1. Any notable changes since the legislative report?
Please enter explanation here

2. Required Performance Information:

	Initial	Current
Vehicle trips reduced:	<input type="text"/>	<input type="text"/>
Vehicle miles traveled reduced:	<input type="text"/>	<input type="text"/>
Cost per vehicle miles traveled reduced:	<input type="text"/>	<input type="text"/>
Cost per vehicle trip reduced:	<input type="text"/>	<input type="text"/>

3. Describe the effectiveness of your performance measurement approach. Would you make any changes in the future?
Please enter explanation here

4. What did you learn from this project? What would you share with other communities?
Please enter explanation here

5. Would you change the traditional CTR program? If so, how?
Please enter explanation here

6. What were your major challenges?
Please enter explanation here

7. What would have made the project more successful?
Please enter explanation here

8. For each of the strategies in your project work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected Outcomes	Performance Measures	Outcomes Met?	Why or why not?

9. If your organization used other financial resources besides state grant funds to implement the activities in your project work plan for this agreement, please provide the information below.

Source of local funds	Estimated funds spent this agreement	How the funds were used
Total Local Funds:	\$	

10. If your organization disbursed any state project funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursement
Total Disbursement:	\$	

PROJECT MANAGER CERTIFICATION (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)

Project Manager: _____ Date: _____
 Title: _____ Contact Number: _____
 Name of Person Completing Form: _____

Email a copy of the completed final progress report with any supporting documents to
 PTDRports@wsdot.wa.gov and cc Keith Cotton, cottonk@wsdot.wa.gov.

EXHIBIT 4
Invoice Voucher Template



MINORITY BUSINESSES
MARK BOX(ES) IF APPROPRIATE

INVOICE VOUCHER

M %
W %
E %

Email a scan of the signed original with supporting documents if required to
PTDInvoices@wsdot.wa.gov and Cc to the assigned Community Liaison

Subject: 0 0

VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO):	VENDOR'S CERTIFICATE: I hereby certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age.
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (for reporting personal service contract payments to I.R.S.):	BY SIGNATURE (PRINT): _____ TITLE _____ DATE _____

INSTRUCTIONS TO VENDOR OR CLAIMANT: Show complete detail for each item below.

DATE	DESCRIPTION	CURRENT EXPENDITURES	
Total Billed This Period		\$0.00	
AGREEMENT	PROGRAM DESCRIPTION	BILLING PERIOD	INVOICE NUMBER
	2017-19 TDM Implementation		0

FOR WSDOT ONLY

ACCOUNTING CLASSIFICATION					
JOB NUMBER	WORK OP	SUB OBJ	ORG NUMBER	NET AMOUNT	VOUCHER #

Reviewed by: _____ Date _____

Approved by: Business _____ Date _____

EXHIBIT 5

WSDOT's Guidance for Transportation Demand Management Incentives

WSDOT recognizes that government must always carefully steward public money and trust. This guidance establishes standards for contractor use of WSDOT administered funds to promote non-single occupancy vehicle modes of travel. Grantees/contractors that receive WSDOT administered funds are required to follow this guidance.

- 1. Any incentives or rewards purchased with WSDOT administered funds must be consistent with these standards. Incentive or reward expenses inconsistent with these standards will not be reimbursed.**
- 2. TDM program funded incentives and rewards:**
 - Must be earned before they are received, except for programs that provide financial subsidies for efficient trips (subsidized bus passes, carpool parking discounts, etc.)
 - Must directly relate to future non-single occupancy vehicle commute/trips and costs. For example, bus pass and vanpool discounts for future trips, money for employers that purchase efficient commute infrastructure like a new bicycle rack, carpool/vanpool parking signs, etc.
 - May not include incentives like VISA gift cards; general retail gift cards like Starbucks or Target or sweepstakes prizes like trips, fine dining or electronics. Cash incentives are never permissible. If your organization provides these types of rewards and incentives using non-WSDOT program funds or donations, you may propose the use of state-provided funds for project administration and marketing. If using donation or other -sourced funds for such incentives, the state should not be identified on promotional or outreach materials.
- 3. Communicate the personal and lasting benefits people receive when they choose alternatives to driving alone.**

In promotional materials, highlight the personal benefits that everyone receives. If you choose to emphasize incentives or prizes, that message should complement rather than substitute for messaging about the more important and universal benefits.

Personal benefit examples include: you will improve your health, reduce your stress, save time, save money, help protect air and water quality, reduce greenhouse gas emissions, save enough money on parking to buy three lattes, receive a free or reduced-price transit pass, or park in vanpool space close to the front door.

This incentive guidance is effective with the 2017-2019 contracts. WSDOT wants to hear from our grantees/contractors about past practices and incentive ideas that would effectively promote travel mode behavior change. The guidance could be updated based upon feedback.

Effective date: July 2017.