

Skagit Council of Governments

Request for Proposals

For: Household Travel Survey

PROCESS SCHEDULE

Issue Request for Proposals:	September 5, 2019
Written Questions Deadline:	September 19, 2019
Submittal Deadline:	October 3, 2019
Interview Finalists (if necessary):	October 14-15, 2019
Notify Finalists of Decision:	October 17-18, 2019
Estimated Contract Execution:	October 28-31, 2019



9/5/2019

A. BACKGROUND INFORMATION

The Skagit Council of Governments (SCOG) is a voluntary organization of local governments within Skagit County whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional. SCOG is the metropolitan planning organization and regional transportation planning organization in Skagit County, Washington. There are 126,520 people residing in SCOG's metropolitan planning area in 49,262 households, according to the most recent state and federal estimates.

SCOG is initiating a request for proposals (RFP) from qualified firms for preparation of a household travel survey. This RFP is only open to those qualified firms or individuals who satisfy the requirements stated herein and who are licensed and available to do business in Washington state. SCOG has a budget of up to \$200,000 available for this project.

It is anticipated that an agreement will be executed by SCOG and a firm or individual for this project, with an approximate 12-month term. The agreement start date is anticipated to be in November 2019 and end date in October 2020.

The household travel survey contract will be funded through a Surface Transportation Block Grant Program grant, and all applicable state and federal laws must be followed. Proposers must be familiar and comply with Washington State Department of Transportation's [Local Agency Guidelines Manual](#). This household travel survey contract is subject to the appropriations of the State of Washington.

B. PROJECT OVERVIEW

This project is the preparation of a 2020 household travel survey in Skagit County, Washington with the primary purposes of providing updated information for the region's travel demand model, including potential future expansions to the model, and an upcoming 2020–2021 update to the metropolitan-regional transportation plan.

SCOG now uses the [2008 North Sound Travel Survey](#) to calibrate the regional, macroscopic travel demand forecast model maintained by SCOG. The travel demand model is an aggregate, trip-based, three-step model with trip generation, trip distribution and network assignment. Mode split is not currently modeled. The trip generation step uses cross-classification analysis groups for income and household size. The trip distribution step uses a gravity model, and network assignment step uses equilibrium assignment. Only the weekday p.m. peak period is currently modeled, no other time periods nor weekends are modeled. The model is used in the preparation of the metropolitan-regional transportation plan, corridor studies, general research activities

and other regional projects. More information on the model is included in SCOG's [Travel Demand Model Documentation](#).

An assessment of the current regional travel demand model is planned for 2022–2023. It is anticipated that the results of the household travel survey will inform that assessment and may lead to changes in regional modeling practices. The household travel survey should collect data that should be useful to a future model, even if these data cannot be utilized in the current regional travel demand model.

At a minimum, the information from the survey must support the calculation of:

- Trip production rates by trip purpose;
- Trip distribution by time of day;
- Trip length frequency distribution;
- Mode share of travel;
- Travel time; and
- Origins and destinations by geographic area.

Additional aspects of the household travel survey project include:

- Alignment of data collection timeframe with 2020 Decennial Census;
- Targeted oversampling of low-income populations, racial and ethnic minority populations and persons with limited English proficiency;
- Inclusion of perception and stated preference questions in the survey component in addition to the revealed preference data from the travel diaries;
- Data collection in excess of what is now modeled at SCOG (e.g. time of day, weekend, mode split), but may be utilized in a future model update; and
- Collection and analysis of passive data under the contract to inform the household travel survey and future modeling activities.

It is anticipated that the project will be completed over a 12-month contract period.

C. SCOPE OF SERVICES

The general scope of work for this contract is expected to include the tasks in this section. Proposers are strongly encouraged to consider best practices in conducting household travel surveys, review data needs of SCOG's travel demand model, and suggest changes in the Scope of Services section if warranted.

TASK 1: PROJECT MANAGEMENT

Monthly reports of progress shall be submitted to SCOG documenting work completed for the prior month. Monthly invoices shall be submitted to SCOG for work completed in the prior month.

The contractor will provide quality control and quality assurance of all products prior to delivery to SCOG.

The contractor will conduct a kickoff meeting with SCOG at SCOG offices and provide a final presentation in Skagit County prior to completion of the contract term.

Project coordination phone calls are expected to occur no less than monthly between the contractor and SCOG, with greater frequency as necessary for successful project administration.

TASK 1 CONTRACTOR DELIVERABLES:

- A. MONTHLY PROGRESS REPORTS AND INVOICES;
- B. KICKOFF MEETING; AND
- C. FINAL PRESENTATION.

TASK 2: PUBLIC ENGAGEMENT

Communicating the project to the public, and participants in the household travel survey, is an integral component of project success. A memorandum documenting the public engagement strategy shall be prepared by the contractor and provided to SCOG.

At a minimum, the public engagement memo shall include consideration and discussion of the following elements:

- Ensuring effective participation of low-income, racial and ethnic minority, and limited English proficiency populations;
- Addressing expected concerns about privacy and government distrust;
- Proposed tools of public engagement (e.g. website, smartphone application, telephone, mailings) and methods using these tools; and
- Proposed timeline of public engagement by month of engagement activities.

At a minimum, all public engagement materials must be made available in both English and Spanish. Foreign language assistance should be available upon request.

TASK 2 CONTRACTOR DELIVERABLES:

- A. PUBLIC ENGAGEMENT MEMORANDUM.

TASK 3: SURVEY DESIGN AND SAMPLING PLAN

The contractor will prepare a survey design and sampling plan to be used for the household travel survey. A target sample size has not been established. The sample must be statistically significant and unbiased, including targeted oversampling of certain populations and provide a scientifically valid sample that can be expanded to accurately represent the region.

At a minimum, the following socioeconomic and demographic information should be considered in preparation of the survey questionnaire, and correspond with U.S. Census Bureau definitions and classifications, where practicable:

- Home address;
- Household size;
- Household income;
- Household workers;
- Housing type and tenure (owner/renter);
- Household vehicles available;
- Age;
- Gender;
- Ethnicity;
- Race;
- Driver's license status (16 years and older);
- Employment status, occupation and industry (16 years and older);
- Disability status;
- Educational attainment;
- School enrollment status;
- Limited English proficiency; and
- Smartphone ownership and landline status.

The survey must include travel diaries for no less than one, 24-hour weekday period (Tuesday, Wednesday, or Thursday). Preferably two, 24-hour weekday periods and one weekend, or up to seven consecutive days would be captured in travel diaries. Though not currently modeled, travel behavior information for time periods throughout a weekday, and weekend total data should be collected within available budget. P.m. peak is the only time period currently modeled at SCOG, with 4–6 p.m. as the modeled period of peak volumes during a typical weekday.

The survey will include perception and stated preference questions examining regional priorities for the transportation system; transportation finance tradeoffs; telecommuting preferences; and online shopping and home deliveries. The primary purpose of these questions is to provide scientifically valid public opinion of regional transportation priorities to inform the 2021 update of the metropolitan-regional transportation plan. It

is anticipated that there will be 5–10 of these questions, to accompany the demographic and socioeconomic questions of the household travel survey. SCOG will provide draft perception and stated preference questions to the contractor, and both will work to ensure that questions are clear and scientifically valid. The survey pilot/pretest may warrant revisions to these questions, along with other questions included in the survey.

Monetary incentives should be considered in the survey design and their anticipated impact on response rates. Although budgeted federal funds cannot be used as monetary incentives, there is an opportunity to include funding from another source for the project. If recommended by a proposer, examples of monetary incentives from other projects, methods of payments, procedures for payment and other related aspects of this feature should be included to provide a rationale for why incentives should be considered for the household travel survey.

The contractor shall consider and recommend whether or not to sample different geographies within the metropolitan planning area. These could include two distinct sampling frames using 23 USC 101(a) definitions of Urban-Rural areas approved by the Federal Highway Administration, for areas over-under 5,000 population, or sampling the four cities and surrounding urban growth areas (boundaries designated pursuant to Washington state law) as one geographic area with all other areas as another. The 2008 North Sound Travel Survey sampled Skagit County along with a neighboring county as one sampling frame. The 2020 survey will not include two counties, and may have more than one sampling geography within the metropolitan planning area, as project resources and anticipated benefits to the survey allow.

TASK 3 CONTRACTOR DELIVERABLES:

A. SURVEY DESIGN AND SAMPLING PLAN.

TASK 4: PASSIVE DATA COLLECTION AND ANALYSIS

Part of this contract includes collection of passive data, either through procurement of third-party passive data, or collected directly by the contractor or a subcontractor without the need for a third-party contract. These passive data must be provided to SCOG to supplement other data gathered through the household travel survey, while maintaining data confidentiality restrictions. The passive data should correspond with the survey data collection as closely as possible, preferably using the same time period as the travel dairies.

SCOG expects a future use of these passive data will be for model calibration and validation purposes. For SCOG, passive data may be most valuable for external trip calculations (external-external, external-internal and internal-external); trip distribution by trip purpose; and travel time data between zones. Proposals should consider these

expected uses of passive data in preparing the proposal. If the proposer does not propose to collect and analyze passive data useful for these purposes, the proposal should include a rationale for why not, along with a brief discussion of anticipated weaknesses of these data for the expected uses described.

Passive data should be considered for expansion of the sample data to the regional population, if practicable. If there are areas where these passive data could supplement and improve upon information collected separately through the household travel survey, methods should be employed and documented for incorporation of these passive data into the regional expansion. Suggestions for how passive data may be used in this manner should be included in the proposal, along with any relevant experience in successfully using passive data as a tool in sample expansion. If passive data is not used to expand the survey, the rationale for not doing so should be documented in the draft and final reports.

The proposal should include suggestions of how passive data could be provided to SCOG including: format of the data; examples of providing passive data to others for similar projects; and a description of what applications would be necessary to view, query and analyze the data. Passive data should be provided with geographic information as practicable, while maintaining confidentiality.

Passive data collection is included within the scope and anticipated budget for the project. If third-party passive data collection is necessary, the contractor is expected to procure the data directly from another source and make available to SCOG as part of the contract.

TASK 4 CONTRACTOR DELIVERABLES:

- A. DOCUMENTATION OF PASSIVE DATA COLLECTED AND ANALYZED IN DRAFT AND FINAL REPORTS.

TASK 5: SURVEY PILOT/PRETEST, EVALUATION AND SURVEY REFINEMENT

Prior to conducting the survey, a pilot/pretest will be administered to evaluate the draft survey instrument, procedures and protocols proposed for the survey. Refinements generated during the pilot/pretest shall be used in preparing the final survey instrument and adjusting procedures and protocols in response to findings.

TASK 5 CONTRACTOR DELIVERABLES:

- A. SURVEY PILOT/PRETEST MEMORANDUM WITH EVALUATION RESULTS AND RESULTING SURVEY REFINEMENTS; AND
- B. FINAL HOUSEHOLD TRAVEL SURVEY INSTRUMENT.

TASK 6: SURVEY EXECUTION

Travel diaries are to be conducted in March or April 2020, aligning with planned 2020 Decennial Census mailings, and must be conducted when local schools and Skagit Valley College are in session.

Other survey information should be collected prior to the March/April travel diaries timeframe. This includes socioeconomic, demographic, perception and stated preference information, as well as any other information needed from participants in excess of what is expected from the travel diaries.

TASK 6 CONTRACTOR DELIVERABLES:

A. EXECUTION OF HOUSEHOLD TRAVEL SURVEY.

TASK 7: REPORT AND SUPPLEMENTAL MATERIALS

A draft report shall be prepared and submitted to SCOG for review and comment no fewer than 30 days prior to final report preparation. SCOG will conduct a timely review of draft materials and provide comments back to the contractor.

The draft and final reports shall include the following elements at a minimum, either within the report or as supplemental materials accompanying the report:

- Executive summary introducing project and summarizing key findings from the household travel survey;
- A summary of SCOG's travel demand model and applicability of household travel survey results to potential for future model expansion;
- Survey results including summaries of key travel behavior variables and pertinent socioeconomic and demographic factors for the region;
- An analysis of statistical reliability of survey results and applicability for model development;
- Results of perception and stated preference survey questions;
- Passive data collection and analysis, including recommendations for using these data for future modeling activities at SCOG. Passive data may also be used for expanding the sample to regional population, if warranted;
- Tables and charts displaying data included in the survey results, with data presented in graphical format whenever practicable;
- Methodology, protocols and procedures element, including expansion documentation from survey sample to regional population.

All survey data files, both raw and summary, shall be provided to SCOG along with their associated documentation.

Confidentiality of data collected shall be maintained.

TASK 7 CONTRACTOR DELIVERABLES:

- A. DRAFT REPORT;
- B. FINAL REPORT;
- C. SUPPLEMENTAL REPORT MATERIALS; AND
- D. ALL SURVEY DATA.

D. QUALIFICATIONS

Proposers must have demonstrated experience in performing household travel surveys, with a minimum of five years' experience of a principal project team member in conducting similar surveys and scopes of work. Proposers must demonstrate successful experience with targeted oversampling of low-income populations, racial and ethnic minority populations and persons with limited English proficiency.

E. PROPOSAL SCORING CRITERIA AND CONTENT

Proposals will be scored using the following criteria:

1. QUALIFICATIONS – 30%

- A. Provide name, address and telephone number of the firm or individual;
- B. List similar relevant projects and where to view them;
- C. Names of project team members, professional certifications/registrations and relevant experience of each; and
- D. References, including names and phone numbers of contact persons.

2. APPROACH – 50%

- A. Provide a detailed scope of work and describe how it will be accomplished. This scope should follow the tasks in Scope of Services section of the RFP.
- B. Proposers are strongly encouraged to consider best practices in conducting household travel surveys, review data needs of SCOG's travel demand model, and suggest changes in the Scope of Services section if warranted.

3. BUDGET – 10%

- A. Provide a budget that includes billable hours, cost per hour, and hours per task for each individual on the contractor team, including subcontractors.

4. SCHEDULE - 10%

- A. Provide a project schedule that includes all scope of work tasks, milestones and deliverables.

Proposals must total no more than 15 pages. A cover letter does not count toward the 15-page maximum and dividers do not count as pages if they do not contain content (text, pictures, graphic, etc.) other than what is necessary to identify the section of the proposal. Front and back covers of the proposal also do not count toward the 15 pages.

Submit four paper copies of the proposal by the submittal date. An electronic copy may be submitted in-lieu of the paper copies.

F. CONTRACT TERM

The contract is anticipated to begin in November 2019 and end in October 2020. Any contract extension must be mutually agreed by the contractor and SCOG.

G. SUBMITTAL AND SELECTION PROCESS

Proposals must be received by **5:00 p.m.** (PDT) on **October 3, 2019**. It is anticipated that submitted proposals will be evaluated within one week of the submission deadline. SCOG expects to make the selection decision after evaluating written proposals and contacting references. If SCOG determines that interviews are warranted, any interviews with prospective individuals or firms will be scheduled for **October 14-15, 2019**. A teleconferencing option will be provided to reduce travel time and costs. After interviews, references will then be contacted and a firm or individual will be selected to undertake the project.

Proposals will be reviewed based upon the qualifications of the personnel assigned to the project and experience with similar projects, project approach, schedule and budget. Proposals will be evaluated by a review team selected by SCOG to determine which proposal, if any, would be in the best interest of SCOG.

SCOG reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of SCOG.

This RFP includes the Scope of Services in Section C to be performed, which should be used as the general basis for the proposal. Variations or alternative approaches are welcome. Proposals which do not include all requested information listed in Section E may be considered non-responsive. All proposals will become a part of the public file on this matter without obligation to SCOG.

H. INTERPRETATION OF RFP PRIOR TO PROPOSAL

Any person may request interpretation, clarification or correction of this RFP. Requests may be made to clarify intended meaning of any part of this solicitation, or to correct any discrepancies or omissions identified in the specifications. Such request must be in writing (letter or email) and must be delivered to the SCOG contact person no later than **5 p.m.** (PDT) on **September 19, 2019**. The person submitting the request is responsible for its timely delivery. Any interpretation, clarification, or correction to the RFP will be made by written addendum and will be available on the homepage of SCOG's website (www.scog.net), under "Recent News".

Any questions concerning this solicitation should be directed during the hours of 8:00 a.m. and 5:00 p.m. (PDT), Monday through Friday, to:

Mark Hamilton, AICP
Senior Transportation Planner
315 South Third Street, Suite #100
Mount Vernon, WA 98273
Telephone: (360) 416-7876
Email: markh@scog.net

I. POST-CLOSING DISCUSSION

Conversations may take place between SCOG and proposers after the responses are opened, for purposes of clarification. Proposers will be held to the information submitted in their proposals and subsequent negotiations.

Those submitting proposals may be required to make a presentation to SCOG as part of the selection process. The presenter shall be the person within the proposer's organization who is responsible for the transportation planning service.

J. INCURRED COST

This RFP does not obligate SCOG to award any contract. SCOG will not be held responsible for any cost or expense that may be incurred by the proposer in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by the proposer before the execution of a contract agreement. The proposer shall be solely responsible for any and all costs associated with submitting a proposal including any and all cost associated with interviews. No claims shall be submitted to SCOG for preparation or presentation of proposals.

All expenditures under any contract are subject to eligibility requirements in the SCOG-Washington State Department of Transportation Agreement, as well as all applicable state and federal laws.

K. PROTEST OF CONTRACT AWARD

Protests concerning the contractor selection process must be delivered in writing to SCOG within 14 calendar days of the award announcement. SCOG will review the protest, contact the parties involved, and recommend the appropriate action to the SCOG Transportation Policy Board. The Board's decision will be the final SCOG position. The final decision will be presented to all interested parties within forty-five (45) calendar days of receipt of the protest.

L. ASSIGNMENT

The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of SCOG.

M. ADDITIONAL LANGUAGE

SCOG reserves the right to introduce additional terms and conditions at the time the final Contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued, or that reflect state or federal law changes, or as required by funding entities.

N. PROPOSER'S RESPONSIBILITY

By submitting a proposal, a firm or individual represents that:

1. The proposer has read and understands the RFP, and the proposal is made in accordance therewith;
2. The proposer is familiar with the local conditions under which this proposal must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service; and
3. It is understood, and the proposer agrees, that the proposer shall be solely responsible for all services provided.

Each proposer shall be responsible for reading and completely understanding the requirements and specifications contained herein. The deadline for submission of proposals will be strictly adhered to. Late proposals will not be considered.

O. CONTRACT REQUIREMENTS

The successful contractor will be required to enter into a contract with SCOG as per the provisions of Local Agency Agreement 9417 (Agreement), project number STPUS-2029(053), a copy of which is available at the SCOG office and is included in Appendix A of this RFP. Through this reference, all the provisions within the Agreement are made a part of this RFP.

P. PROFESSIONAL LIABILITY INSURANCE

Upon selection, the proposer shall be responsible for providing proof of professional liability insurance coverage for errors and omissions in the proposed work. The coverage should amount to at least \$1,000,000.

Q. TITLE VI ASSURANCES

The Skagit Council of Governments, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

R. MAILING ADDRESS

Proposals must be **received** by **5:00 p.m.** (PDT) on **October 3, 2019**. Late proposals will not be accepted. Four copies of the proposal should be mailed to:

Mark Hamilton, AICP
Senior Transportation Planner
Skagit Council of Governments
315 South Third Street, Suite #100
Mount Vernon, WA 98273

Alternatively, proposals may be emailed to markh@scog.net.

APPENDIX A



**Washington State
Department of Transportation**

Agency Skagit Council of Governments

Address 315 South Third Street, Suite 100
Mount Vernon, WA 98273-3855

AGENCY

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

STPUS-2024 (053)

Agreement No.

941

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with 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 the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Household Travel Survey

Length N/A (Skagit County)

Termini N/A (Skagit County)

Description of Work

Study regional travel behavior and public sentiment for what transportation investments should be made. The project will inform the update to the regional travel demand model and provide statistically valid representation of public preference on regional travel issues.

Project Agreement End Date December 31, 2020

Claiming Indirect Cost Rate

Yes No

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 86.5 % a. Agency	\$ 231,214.00	\$ 31,214.00	\$ 200,000.00
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	\$ 231,214.00	\$ 31,214.00	\$ 200,000.00
Right of Way % f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction % k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 231,214.00	\$ 31,214.00	\$ 200,000.00

Agency Official

By Kevin Murphy

Kevin Murphy

Title Executive Director

Washington State Department of Transportation

By *Stephen J. Hays*

Director, Local Programs

Date Executed

JUL 18 2018

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis 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 Agency 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 and 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 Agency 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.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further 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 construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work 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.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for 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 federal contract, 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.
- (3) 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.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions