

# AGREEMENT AMENDMENT

CONTRACT # 5768

The FIRST AMENDMENT to AGREEMENT GCA5393 entered into between the Washington State Department of Transportation (hereinafter called the "WSDOT"), and the City of Redmond (hereinafter called the "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES",

WHEREAS, both PARTIES agree to amend the original AGREEMENT GCA5393 to add the second year's funding allocation for the period of July 1, 2008 through June 30, 2009 in the amount of \$110,887.76 using CTR Implementation Grant Funds;

THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part of the original AGREEMENT, the following amendment is incorporated into AGREEMENT GCA5393:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Delete the \$110,887.76 under the Caption Heading 'Project Amount', on the first page of the AGREEMENT, to reflect the additional second year of funding, and replace as follows:

**Project Amount**  
\$221,775.52

2. Amend Exhibit I, **Funding Allocation Methodology**, and add the '**July 1, 2008 – June 30, 2009 Allocation**' table as follows:

**Exhibit I**  
**Funding Allocation Methodology**

RCW 70.94.544 authorizes the CTR board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities in July 1, 2008 through June 30, 2009 is based on the decision taken by the CTR board at its February 22, 2008 meeting. At that meeting, the CTR board decided to allocate funding for the period between July 1, 2008 and June 30, 2009 at the same level per county and city as the funding allocated for the period between July 1, 2006 and June 30, 2007.

**July 1, 2008 – June 30, 2009 Allocation**

<b>County</b>	<b>Total Allocation</b>
Clark	\$80,000
King	\$1,086,700
Kitsap	\$80,000
Pierce	\$141,983
Snohomish	\$121,569
Spokane	\$177,759
Thurston	\$109,489
Whatcom	\$80,000
Yakima	\$80,000
<b>Total</b>	<b>\$1,957,500</b>

4. A copy of this Amendment to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references in such agreement to the "AGREEMENT" shall mean "AGREEMENT as amended".

5. All other terms and conditions of the original AGREEMENT, not amended, shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By: *Cathy Taylor*  
for **KATHRYN W. TAYLOR**  
Director  
Public Transportation Division

**CONTRACTOR**

By: *Bill Mahue*  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Who by this signature certifies their authority to execute this AGREEMENT on behalf of the CONTRACTOR.

Date: 10/17/08

Date: 9/27/08

Commuter Trip Reduction Implementation Agreement				
<b>Washington State</b> <b>Department of Transportation</b> <b>310 Maple Park Avenue</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>		<b>CONTRACTOR</b> <b>City of Redmond</b> <b>P.O. Box 97010</b> <b>Redmond, WA 98073-9710</b>  <b>Key Contact Person: Gloria Newby</b> <b>Employer Federal ID #: 91-6001492</b>		
<b>Key Contact Person: Robin Hartsell</b>				
Agreement Number	Start Date	Completion Date	Project Amount	Project Title
<b>GCA5393</b>	<b>July 1, 2007</b>	<b>June 30, 2009</b>	<b>\$110,887.76</b>	<b>Commuter Trip Reduction Implementation</b>

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 70.94.527 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commuter Trip Reduction (CTR) plans and programs, and

**WHEREAS**, RCW 70.94.544 provides for distribution of funds for local CTR implementation efforts, and

**WHEREAS**, WSDOT desires to achieve trip reduction in order to improve the efficiency of the state transportation system and the quality of life for citizens of the State of Washington, and

**WHEREAS**, WSDOT hereby desires to engage and the CONTRACTOR so agrees to perform all tasks as hereinafter agreed upon by both PARTIES,

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises herein contained and Exhibits I, II and III, attached hereto and made a part of this AGREEMENT, the PARTIES agree to the terms and conditions following:

**Section 1**  
**Purpose of Agreement**

The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through .551 and to implement tasks as described in Exhibit II, Scope of Work.

**Section 2**  
**Scope of Work**

The CONTRACTOR and WSDOT agree to perform all designated tasks under this AGREEMENT as described in Exhibit II, Scope of Work.

**Section 3**  
**Time for Beginning and Completion**

The work to be performed under this AGREEMENT shall commence on July 1, 2007, and terminate on June 30, 2009, unless terminated sooner as provided herein.

**Section 4**  
**Reimbursement and Payment**

WSDOT shall reimburse the CONTRACTOR for eligible expenditures not to exceed the dollar amount stipulated in the AGREEMENT header captioned 'Project Amount' during the AGREEMENT period. The maximum amount of funding for the CONTRACTOR was determined using the methodology contained in Exhibit I, Funding Allocation Methodology. WSDOT will reimburse the CONTRACTOR only for actual and eligible direct and related indirect project costs. Payment will be made on a reimbursable basis. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices accompanied by progress reports as provided in Section 6 and financial summaries. The CONTRACTOR shall submit an invoice (state form A-19) or WSDOT approved invoice format to WSDOT in order to receive reimbursement. The CONTRACTOR may submit invoices, not more than once per month, during the course of this AGREEMENT. The CONTRACTOR shall submit a final invoice to WSDOT no later than July 15, 2009. Any invoice received after July 15, 2009 will not be eligible for reimbursement. Within 30 days after receiving an invoice and upon approval, WSDOT shall remit payment to the CONTRACTOR. All invoices and payments shall be based on and paid on actual work performed and actual costs incurred up to the maximum amount identified in this AGREEMENT.

**Section 5**  
**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 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 sufficient detail the nature and propriety of the costs claimed.

**Section 6**  
**Progress Reports**

The CONTRACTOR shall submit to WSDOT progress reports as described in Exhibit II, Scope of Work, so that WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. Progress reports shall be submitted to WSDOT along with every invoice request for reimbursement submitted pursuant to Section 4, Reimbursement and Payment.

**Section 7**  
**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 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, 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 it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CONTRACTOR within the scope of this AGREEMENT.

**Section 8**  
**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 the 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. Any additional funding secured by WSDOT beyond the amount originally awarded and identified in the AGREEMENT header captioned Project Amount will be allocated to the CONTRACTOR for the period of July 1, 2008 to June 30, 2009 in accordance with the methodology described in Exhibit I, Funding Allocation Methodology. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and/or the project amount in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Work and/or the AGREEMENT amount in order to reflect any such reduction of funding.

**Section 9**  
**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. Such right of recapture shall exist for a period not to exceed three (3) years following termination or expiration of this AGREEMENT. The CONTRACTOR agrees to repay such state funds under this recapture provision within 30 days of demand.

**Section 10  
Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the authorized representative of WSDOT Public Transportation and Commute Options (PT&CO) Office. If the PARTIES cannot resolve a dispute by mutual agreement, the CONTRACTOR may submit a written detailed description of the dispute to the PT&CO Program Manager who will issue a written decision within ten (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive.

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 11  
Termination**

WSDOT, at its sole discretion, may suspend or terminate this AGREEMENT in whole, or in part, for the reasons following:

A. The CONTRACTOR materially breaches, or fails to perform any of the requirements of, this AGREEMENT, and after fourteen (14) days written notice, has failed to cure the condition(s) causing that breach. Conditions of breach may include, but are not be limited to:

- Any action taken by the CONTRACTOR without WSDOT approval, which under the provisions of this AGREEMENT, required WSDOT approval;
- Failure to perform in the manner called for under this AGREEMENT; or
- Failure to comply with any provision of this AGREEMENT;

B. The CONTRACTOR is prevented from proceeding with the AGREEMENT 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;

C. The requisite state or federal funding is reduced or becomes unavailable through failure of appropriation or otherwise;

D. WSDOT determines that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds;

E. WSDOT, at its sole discretion, determines to accept a request made in writing by the CONTRACTOR to terminate the AGREEMENT in whole or in part; or

F. WSDOT determines that suspension or termination is in the best interests of the state.

If this AGREEMENT is terminated under subsections B, C, D, E, and/or F of this Section, the CONTRACTOR may be reimbursed only for actual and eligible direct and related indirect expenses incurred prior to the date of termination, and then only to the extent of appropriated funds. If this AGREEMENT is terminated under subsection A of this Section, the WSDOT shall not be obligated to provide any additional reimbursement, and WSDOT shall retain all rights to seek recapture or damages from the CONTRACTOR.

**Section 12  
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 13**  
**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 which 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 and shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

**Section 14**  
**Independent Contractor**

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

**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 is allowed to 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 offering advice to the CONTRACTOR.

**Section 16**  
**Limitation of Liability and Indemnification**

A. No liability shall attach to WSDOT or the CONTRACTOR by reason of entering into this AGREEMENT, except as expressly provided herein. This AGREEMENT is not intended to benefit any third party. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and/or officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, penalties, losses, damages (both to persons and property), or costs of whatsoever kind or nature (hereafter "claims") brought against WSDOT arising out of or incident to the execution, performance or failure to perform under this AGREEMENT; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CONTRACTOR, its agents, employees, and/or officers and (b) WSDOT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its agents, employees, and/or officers; and provided further that nothing herein shall require the CONTRACTOR to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers.

B. 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.

**Section 17**  
**Hold Harmless**

It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each PARTY hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents or employees. Each agreement, contract or subcontract for services or activities to further the terms of this AGREEMENT shall include an indemnification and hold harmless clause providing that WSDOT and the State of Washington are not liable for damages or claims for damages arising from any city, town, designee or subcontractor's performance or activities under the terms of those agreements, contracts or subcontracts.

**Section 18**  
**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. The CONTRACTOR hereby accepts service of process by registered mail consistent with RCW 4.28.080(1). Each PARTY shall bear its own legal costs and expenses, including attorney fees, in any such litigation.

**Section 19**  
**Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal 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 (ADA), Public Law 101-336, 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 20**  
**Section Headings**

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

**Section 21**  
**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 22  
Execution and Acceptance**

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 herein, and does hereby accept State funds and agrees to all of the terms and conditions thereof.

**Section 23  
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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By: Cathy Silins  
CATHY SILINS, Acting Director  
Public Transportation Division

**CONTRACTOR**

By: J.R. Machrie  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Who certifies proper authority to  
execute this Agreement on behalf of  
the CONTRACTOR

Date: 10/17/08

Date: 9/27/08

Approved as to form only:

By: Susan Cruise  
Assistant Attorney General

Date: May 22, 2007

**Exhibit I**  
**Funding Allocation Methodology**

RCW 70.94.544 authorizes the CTR board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities in July 1, 2007 through June 30, 2008 is based on the decision taken by the CTR board at its April 27, 2007 meeting. At that meeting, the CTR board decided to allocate funding for the period between July 1, 2007 and June 30, 2008 at the same level per county and city as the funding allocated for the period between July 1, 2006 and June 30, 2007.

For the period between July 1, 2008 and June 30, 2009, funding will be allocated based on the decision of the CTR board according to its funding policy.

**July 1, 2007 – June 30, 2008 Allocation**

<b>County</b>	<b>Total Allocation</b>
Clark	\$80,000
King	\$1,086,700
Kitsap	\$80,000
Pierce	\$141,983
Snohomish	\$121,569
Spokane	\$177,759
Thurston	\$109,489
Whatcom	\$80,000
Yakima	\$80,000
<b>Total</b>	<b>\$1,957,500</b>

## EXHIBIT II

### SCOPE OF WORK Implementation of Commute Trip Reduction (CTR) Plans and Program

#### 1. CONTRACTOR AGREES TO:

##### 1.1. Work to be Performed

1.1.1. The county or city, whichever applies, has enacted a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555. Said ordinance requires, for example, the submission of employee commuter surveys, employer annual reports, and other provisions for the tracking of certain vehicle miles traveled (VMT) and single occupant vehicle (SOV) commute trips, as well as provisions to assist in the reduction of VMT and SOV. Therefore, the CONTRACTOR agrees to implement a CTR program based on a locally adopted CTR plan and to comply with all provisions of the applicable county or city ordinance, which is incorporated herein by reference and made a part of this AGREEMENT and this Scope of Work.

##### 1.1.2. Progress Report and Invoice

1.1.3. The CONTRACTOR agrees to submit to WSDOT periodic progress reports, as specified in Exhibit III, Progress Report Format, along with all invoices in accordance with Section 4 of this AGREEMENT. The CONTRACTOR shall accurately and completely report local investments in its CTR plans and programs as part of its progress reports. All invoices shall be complete and accurately reflect expenditures.

##### 1.2. Funding Distribution and Reporting

1.2.1. The CONTRACTOR may distribute funds to its eligible contracting partner(s) who are implementing CTR plans and ordinances as authorized by RCW 70.94.544, by entering into agreements with other jurisdictions, local transit agencies, regional transportation planning organizations, or other eligible organizations. The CONTRACTOR shall submit to WSDOT within 30 days of execution of any agreement between the CONTRACTOR and its eligible contracting partner(s): (a) a list of dollar amounts to be disbursed by the CONTRACTOR to its eligible contracting partner(s), or (b) a fund dispersion methodology.

##### 1.3. Implementation Plans

1.3.1. In addition to complying with Section 1, above, the CONTRACTOR shall implement all CONTRACTOR provisions in this Scope of Work. Further, the CONTRACTOR shall incorporate Sections 1.1 and 1.3 of the Scope of Work in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of CTR plans and compliance with applicable ordinances.

##### 1.3.2. Appeals, Exemptions, and Modifications

1.3.3. The CONTRACTOR shall maintain an appeals process consistent with RCW 70.94.534(6), applicable ordinances, and procedures contained in the Commute Trip

Reduction Guidelines, which may be obtained from the WSDOT or found at <http://www.wsdot.wa.gov/tdm/>. The CONTRACTOR, or its eligible contracting partner(s), shall submit requests for CTR exemptions to WSDOT for review and comment within five (5) days of receiving such requests, and shall provide WSDOT five (5) working days to comment prior to approving or denying the request.

#### **1.3.4. Survey Processing**

1.3.5. The CONTRACTOR shall notify WSDOT prior to sending employee commute surveys to the University of Washington, Office of Educational Assessment, for processing. The notification must include the name of the worksite, employer identification code, and type of survey for each survey being submitted for processing. The notification shall be submitted as an electronic spreadsheet via electronic mail. The CONTRACTOR agrees not to deliver or send surveys for processing unless authorized to do so by WSDOT.

#### **1.3.6. Survey Counts**

1.3.7. The CONTRACTOR shall provide WSDOT, upon request, with an accurate estimate of the number of employee commute surveys needed by the CONTRACTOR to survey employers.

#### **1.3.8. Survey Coordination**

1.3.9. The CONTRACTOR agrees to accept employee commute surveys from Trip Reduction Performance Program (TRPP) contractors in the county or city and process the TRPP surveys according to Section 1.3.5 of this agreement.

#### **1.3.10. Database Updates**

1.3.11. The CONTRACTOR agrees to provide WSDOT with updated lists of affected worksites, employee transportation coordinators, and jurisdiction contacts as requested. The CONTRACTOR agrees to provide to WSDOT the updated physical addresses or equivalent geocode data of affected worksites as requested. These updates shall be submitted electronically in a format specified by WSDOT.

#### **1.3.12. Planning Data**

1.3.13. The CONTRACTOR agrees to provide WSDOT with the CTR program goals established for newly affected worksites when they are established by the local jurisdiction. The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

#### **1.3.14. Employer Annual Reports**

1.3.15. The CONTRACTOR agrees to submit to WSDOT one (1) electronic or hard copy of all employer annual report(s), within 30 days from the date of approval.

#### **1.3.16. Employer and Employee Exemptions**

1.3.17. The CONTRACTOR agrees to, within 30 days from the date of official administrative decision, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption, including information about the duration of all exemptions.

**1.3.18. Coordination with Regional Transportation Planning Organization**

1.3.19. The CONTRACTOR shall coordinate the development and implementation of its CTR plans and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its CTR plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR plans and programs to the RTPO upon request.

**2. WSDOT AGREES TO:**

**2.1. General Technical Assistance**

2.1.1. WSDOT will provide support to the CONTRACTOR, or its eligible contracting partner(s), in developing and implementing CTR plans and programs, including providing training, informational materials, and assistance in CTR evaluation.

**2.2. Exemptions**

2.2.1. WSDOT will review and comment on employer requests for exemptions from CTR requirements, within five (5) working days after receipt. Failure to review and comment on such requests within five (5) working days after receipt shall be considered a waiver of WSDOT's right to comment.

**2.3. Database Management**

2.3.1. WSDOT will maintain a current database of all affected worksites in Washington State. WSDOT will input new and/or updated worksite information within fifteen (15) working days after receipt from CONTRACTOR. WSDOT will employ a verification process to ensure all new and/or updated information is input in a timely and accurate manner. Information from the WSDOT database will be used to determine funding allocation consistent with the methodology contained in Exhibit I, Funding Allocation Methodology.

**2.4. Annual Reporting Assistance**

2.4.1. WSDOT will distribute sufficient quantities of the State "Program Description & Employer Annual Report" form to the CONTRACTOR, or other eligible recipients, if requested. WSDOT will also maintain an internet-based annual report system and will provide information and ongoing technical assistance to employers and jurisdictions using the system.

**2.5. Survey Assistance**

2.5.1. WSDOT will:

2.5.1.1. Provide the CONTRACTOR, or its eligible contracting partner(s), with summary survey information if requested.

2.5.1.2. Distribute sufficient numbers of the Employee Questionnaires to the CONTRACTOR or its eligible contracting partner(s) if requested.

2.5.1.3. Maintain an internet-based survey tool, and provide information and ongoing technical assistance to employers and jurisdictions using the system.

- 2.5.1.4. Provide survey processing at no cost to the CONTRACTOR, or its eligible contracting partner(s), and affected employers, during the base year and all subsequent surveys.
- 2.5.1.5. Provide technical assistance to the CONTRACTOR, or its eligible contracting partner(s), and employers, on surveying, if requested.
- 2.5.1.6. Work with the CONTRACTOR, or its eligible contracting partner(s), to calculate goal measurement information and track measurement survey history for all CTR affected worksites.
- 2.5.1.7. Return the processed employee commuter survey and reports to the CONTRACTOR, or its eligible contracting partner(s), within thirty (30) days of the date the forms are delivered for processing
- 2.5.1.8. Maintain and update the "CTR Guide for Employer Surveys." WSDOT will review survey guide/instructional materials developed by the CONTRACTOR or its eligible contracting partner(s) for consistency with the state-developed "CTR Guide for Employer Surveys," which may be obtained from WSDOT.
- 2.5.1.9. Review all electronically submitted survey notifications and respond to the CONTRACTOR within five (5) working days after receipt.

## **Exhibit III Progress Report**

Organization Submitting Report:

Reporting Jurisdiction:

### **Contact Information**

Name:

Phone:

Fax:

Email:

### **Executive Summary**

Prepare a brief narrative summary of activities during the period for which reimbursement is requested:

#### *Required Activities*

Worksite notification:

Survey Administration:

Annual Report:

Exemption Reviews:

Records Maintenance:

Enforcement:

#### *Employer Service Activities*

Employer Training:

Incentives:

Promotion and Marketing:

Guaranteed Ride Home:

Other Activities:

**Expenditures This Period**

Categories	State CTR Funds Spent Since Last Report	Fiscal Year To Date State CTR Funds Spent	Local Funds Spent on CTR Activities Since Last report	Fiscal Year To Date Local Funds Spent on CTR Activities	Other Funds Spent on CTR Activities Since Last Report	Fiscal Year to Date Other Funds Spent on CTR Activities
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**Required Activities:**

a. Notification of new worksites						
b. Administration of CTR surveys						
c. Employer Annual Report						
d. Review of Exemptions						
e. Record Maintenance						
f. Enforcement						
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Employer Service Activities:**

a. Employer Training						
b. Incentives						
c. Promotion and Marketing						
d. Guaranteed Ride Home						
e. Other (Specify in Executive Summary)						
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**State CTR Funds Disbursed**

If your jurisdiction disbursed any state CTR funds reported above to other organizations or jurisdictions to implement the CTR program list those disbursements below.

Jurisdiction/Organization	Disbursed Since Last Report	Total Disbursed Fiscal Year to Date
<b>Total Disbursement:</b>	<b>\$0.00</b>	<b>\$0.00</b>





