

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of January, 2016, by and between the Atlanta Downtown Improvement District, Inc. (ADID) of Atlanta, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION, (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant (hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is January 1, 2016. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2017.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to

designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the ARC Executive Director hereby designates the ARC Director of Livable Communities as his agent, except for changes and terminations of this agreement.

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

7. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

8. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least seven years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement without the express prior written approval of ARC.

10. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the

Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

12. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

13. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

14. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

15. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

16. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC

may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

17. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

18. Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

19. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

22. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

23. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's

Executive Director or his designated agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his designated agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his designated agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

26. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), 2 CFR Parts 200, 215, 220, 225 and 230 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular No. A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and

qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(f) It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

(g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

(i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

(k) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## 27. Certifications.

(a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

(b) Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

(c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.

(d) Subgrantee agrees and hereby certifies that it will comply with Georgia Security and Immigration Compliance requirements at O.C.G.A. § 13-10-91.

28. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

29. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

30. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.



31. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

34. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to ARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this agreement.

35. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATLANTA DOWNTOWN IMPROVEMENT  
DISTRICT, INC.

ATTEST:

Angie Laurie

By:

[Signature]

Title:

President

ATTEST:

ATLANTA REGIONAL COMMISSION

[Signature]  
ARC Assistant Secretary

By:

Douglas L. Hobbs  
Executive Director

By:

W. H. [Signature]  
Chair

## ATTACHMENT A

### SCOPE OF WORK

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

06 – Transportation Services  
Cost Center 606 CES – Employer Services

**II. Area covered:** All of the necessary services provided in this contract are in support of the area designated as “Atlanta nonattainment.” Services obtained by this contract are necessary to promote and increase the use of alternatives to driving alone, such as carpooling, vanpooling, riding transit, biking, walking and teleworking. Services obtained by this contract are provided to employers in the nonattainment area and to employees traveling to worksites within the nonattainment area or living in the nonattainment area but commuting to worksites outside that area with the exception of those services provided by Georgia Commute Options under contract through the Georgia Department of Transportation.

**III. Goal & Objective:** The goal of Employer Services is to increase the use of primary commute alternatives by conducting outreach and providing commute options education to employers in designated areas of the Region. The result of these efforts must raise awareness of commute options programs that lead to changes in travel behavior and on-going emissions reductions (ozone precursors and PM<sub>2.5</sub>) (page 23, FHWA CMAQ guidance 2008, Purpose of Program). The objective is achieved by contracting to provide trained staff to conduct the outreach and commute options education services, by providing technical assistance, and by monitoring performance for cost-efficiency, effectiveness and compliance with federal guidelines. Effective implementation of these programs will result in decreased single occupant vehicle (SOV) commute trips, reduced vehicle miles traveled (VMT), and a decreased number of vehicle cold starts.

**IV. Background:** Because of the traffic congestion, designation of the Atlanta nonattainment area under the Clean Air Act Amendments of 1990, and the demonstrated relationship between tailpipe emissions and air quality, the region must look toward solutions such as increased use of transportation modes other than single occupant vehicles (SOV) to help reduce congestion and meet air quality standards. With funding support provided through this contract, that Atlanta Downtown Improvement District, Inc. (ESO) hereinafter referred to as “Contractor,” will provide the services identified under the Scope of Work in this contract to reduce the number of single occupancy vehicles traveling in the region, reduce vehicle miles traveled (VMT) in the region, and reduce vehicle emissions that are precursors to the formation of smog in the region while adhering to guidance issued by the contractor following federal guidelines.

**VI. Funding Prohibitions and Limitations:** The intended purpose of these funds is described in federal guidelines (2 CFR Parts 225 and 230), and has been further interpreted by the Georgia Division of the Federal Highway Administration and the Georgia Department of Transportation.

Only labor hours, including approved fringe and indirect, as specified in Section VII Work Tasks are permitted for reimbursement under this contract. Under no circumstances will any other cost be reimbursed including attorney’s fees or labor, advertising or public relations firms’ fees or labor, or any other subcontracted labor other than as described in Section VII Work Tasks.

## **VII. Work Tasks:**

The work to be accomplished by the Contractor under this contract is to be executed as follows:

- Employer services funds under this contract are made on a reimbursement basis only;
- Employer services funds under this contract may be used and reimbursed for labor only, including approved fringe and indirect, as it pertains to the following regional programs;
- Regional Incentive Programs as defined by and the Telework program operated through the Statewide TDM Program; ARC's ridematching services and the Regional Guaranteed Ride Home Program operated through ARC; the Regional Vanpool Program and Xpress Bus services operated through GRTA; MARTA transit services; Cobb Community Transit; Gwinnett County Transit; and No Idle Program. Regional programs are subject to annual re-evaluation.
- Excluded are those programs which are available only locally to a subset of the region's commuters;
- Labor hours by pre-approved subcontracted staff labor;
  - Pre-approval must be sought and gained in writing from ARC prior to implementation;
- Labor hours used to directly conduct outreach and education services to employers or property managers within the specified ESO area. Outreach and education activities are defined in Task 1 – Outreach and Education to Employers and Property Managers in this document;
- Labor hours used to directly conduct outreach to and education of employees and/or commuters within the specified ESO area. Outreach activities are defined in Task 2 – Outreach and Education to Employees and/or Commuters;
- Labor hours used to directly conduct worksite data collection to inform TDM outreach activities and measure progress against SOV travel reduction activities are defined in Task 3 – Results Tracking and Reporting
- Labor hours used to directly conduct outreach and education services in relation to selected modal program activities are defined in Task 4 – Modal –Based TDM Promotions
- Labor hours used to record and report activities and/or participate in surveys as requested by ARC or for the GDOT-specified regional measurement contractor, the contract administrator, GDOT, FHWA or any other entity as requested; defined in Task 5 – Program Administration
- Other labor hours as specifically requested or required by ARC during the length of this contract.

### **Task 1 – Outreach and Education to Employers and Property Managers**

The Contractor will provide outreach and education for regional services to employers and Property Managers that will result in new or improved commuter assistance programs at individual worksites or office buildings, resulting in SOV reduction.

Goal: Contractor must achieve an 8% shift of employer/property manager partners to platinum partners as outlined by the regional partnership program in the first year of contracting. In the

second year, contractors must achieve a 10% shift of employer/property manager partners to platinum partners as outlined by the regional partnership program. Goals will be established from a snapshot of “employer partner” sites as calculated from Salesforce as of December 31st of the previous contract year.

**Required Activity:** Contractor must hold a minimum of 40 direct interactions with employers and/or property managers yearly for the purposes of creating customized commute options programs that will result in the following outcomes:

- Maintaining existing and establish new relationships and programs with employer and property management partners, in effort to achieve goal of Task 1
- Creating new formal and informal telework and alternative work schedules (compressed work week, and/or alternative work hours) agreements with employers;
- Educating employers on the regional incentives and modal programs;
- Educating employers on regional transit options; non-motorized modes such as walking, biking, teleworking and alternative work schedules; and regionally-funded commute options programs such as carpooling and vanpooling.
- Educating employers and property managers on local/regional construction projects that will impact commute times; offering alternative mode choices with the goal of long term behavior change

## **Task 2 –Outreach and Education to Employees and/or Commuters**

The Contractor will provide outreach and education to commuters in such a way as to increase the number of people participating in carpools, vanpools, transit, biking, walking, teleworking, and alternative work schedules through the following:

**Required Activity:** Contractor will create social media campaigns and messages that appeal to commuters for the purposes of more individualized/direct marketing. Results should be reported monthly in the regional reporting tool (Salesforce), describing messages sent and results of message impacts (i.e. Number of retweets, audience reach, etc.)

**Required Activity:** Contractor will prepare, conduct and report results of a minimum of 40 direct commuter interactions (commuter events) per year for the purposes of creating customized commute options programs that will result in the following outcomes:

- Creating new carpools and increasing occupancy of existing carpools;
- Educating commuters on local/regional construction projects that will impact commute times; offering alternative mode choices with the goal of long term behavior change
- Assisting vanpool vendors with creation of new vanpools and ridership maintenance of existing vanpools;
- Increasing transit ridership and maintaining existing transit ridership.
- Increasing use of non-motorized modes, such as bicycling, teleworking and walking.
- Submitting new qualified applications from those employees and/or commuters interested in ride-matching services and regional incentives programs each month.

- Educating qualified employees and/or commuters about the regional Guaranteed Ride Home program.
- Conducting and documenting follow up with program participants in the specific geography that have recently graduated from specified incentives programs and/or have not logged their trips in the regional rideshare database within the span of a month.

### **Task 3: Results Tracking and Reporting**

In an effort to inform TDM outreach activities and measure progress against SOV travel reduction, the Contractor will collect commuter/worksites travel data and measure ongoing process in creating behavior change.

Goal: Contractor must conduct ARC provided surveys that demonstrate mode shift at a minimum of 20% of “employer partner” sites as calculated from baselines established in Salesforce as of December 31st of the previous contract year. Survey results should be utilized in the following ways:

- Collect and comparing commuter mode shift from previous surveys
- Collect and utilize data to understand commuter barriers to behavior change
- Collect and utilize data to form outreach and marketing strategy

Goal: In 2016, contractor should strive to achieve statistically significant survey results, through the use of tools that will be provided by ARC, such as virtual incentives and access to electronic tablets for the purposes of on-site surveys. In 2017, contractors are required to achieve statistically significant survey results. Those surveys which are not statistically significant will not be counted toward achievement of goal, outlined in this task.

Required Activity: Contractor must submit numbers and results of survey findings through the regional reporting tool (Salesforce).

### **Task 4: Modal-based TDM Promotions**

The Contractor will conduct the following modal based programs that will increase the use of Non-SOV travel modes. The contractor will conduct the following programs and activities:

- Dump The Pump (June 2016/2017)
- Atlanta Bike Challenge (October 2016/2017)
- Bike Month (2016/2017)

By the beginning of the 4<sup>th</sup> Quarter of 2016, the Contractor will be required to specify which modal promotions they will choose to participate in for 2017, if regional modal offerings change.