



ORIGINAL

TRANSPORTATION & MOBILITY
JUN 1 2 2017
PLANNING DIVISION

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219 2000

Charles A. Kilpatrick, P.E.
Commissioner

May 17, 2017



Mr. Robert Crum Jr. Executive Director
Hampton Roads Planning District Commission
723 Woodlake Drive
Chesapeake, VA 23320

(SHOULD BE TPO)

RE: Hampton Roads TPO FY-18 Letter of Authorization
MPO PL, Federal and/or State Funding for Fiscal Year 2018
CFDA 20.205, Highway Planning and Construction
FY-18 Pass-Through Entity Identifying Number: UPC 0000111122

Dear Mr. Crum:

As per Article I of the Hampton Roads Area PL Agreement effective July 1, 2017, this is your annual Letter of Authorization for the expenditure of PL, federal and/or state funds for transportation planning activities in Fiscal Year 2018 (July 1, 2017, to June 30, 2018).

These funds are to be used to finance the activities contained in the approved FY 2018 Hampton Roads Area Unified Transportation Planning Work Program in accordance with the above Agreement.

The total amount of Federal and State funds allocated to the Hampton Roads Area for FY 2018 to support approved planning activities that are reimbursable under this Letter of Authorization are as follows:

| Fund Type | Federal | State | Total Reimbursable Amount for FY-18 | Local Match | Grand Total of Support for FY-18 UPWP Activities |
|-----------|-------------|-----------|-------------------------------------|-------------|--|
| PL | \$2,114,330 | \$264,291 | \$2,378,621 | \$264,291 | \$2,642,912 |

Also, as required by the agreement, a listing of HRTPO personnel anticipated charging time against the UPWP activities must be attached to this Letter of Authorization. This list should identify personnel by payroll classification only and their present actual payroll rate per hour or annual salary.

Mr. Robert Crum, Jr.
May 17, 2017
Page Two

Please complete the attached indirect cost certification statement and comply with instructions contained therein as appropriate.

Please have this Letter of Authorization signed and returned to the Department for execution. The Letter of Authorization must be executed prior to June 30, 2017, if work activities are to continue uninterrupted. In the event that it is not executed by this date, any expenditures made or work performed by the HRTPO after that date and prior to execution will not be eligible for reimbursement. Execution of this Letter of Authorization is being initiated with the understanding that comments on the FY 2018 UPWP will be satisfactorily addressed.

The provisions of the PL Agreement effective, July 1, 2017, and any amendments thereto shall govern the expenditure of the funds made available through this Letter of Authorization.

Now, therefore, the Department and the HRTPO have executed this Letter of Authorization on the dates indicated below.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: Marsha Fiol Date: 6/13/17
Marsha Fiol
Transportation Mobility Planning
Division Administrator

Hampton Roads Transportation Planning
Organization
By: [Signature] Date: 6/6/17
Signature
ROBERT A. CRUM, JR.
Printed Name

- Attachment 1 - Certifications
- Attachment 2 - Personnel and Salaries
- Attachment 3 - Indirect Cost Certification Statement
- Attachment 4- DUNS Number and Place of Performance (POP) Information

ATTACHMENT 1

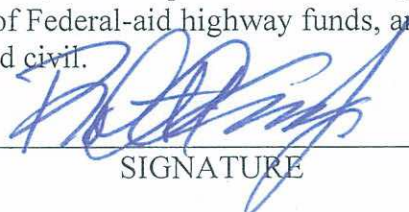
CERTIFICATION OF THE HAMPTON ROADS TPO

I hereby certify that I am the Executive Director of the Hampton Roads TPO, whose address is 723 Woodlake Dr. Chesapeake, VA 23320, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/6/17
DATE


SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the Transportation and Mobility Planning Division Administrator of the Virginia Department of Transportation of the Commonwealth of Virginia, and that the above agency or his representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/13/17
DATE


Transportation Mobility Planning
Division Administrator

ATTACHMENT 2

PERSONNEL AND SALARIES

| Category | Range | | # Employees |
|---|------------|------------|-------------|
| | Minimum | Maximum | |
| Executive Director (no range) | \$ 165,000 | | 1 |
| Deputy Executive Director | \$ 95,000 | \$ 161,700 | 2 |
| Principal Engineer | \$ 76,094 | \$ 129,360 | 4 |
| Chief Financial Officer/Procurement Officer | \$ 74,000 | \$ 125,800 | 1 |
| Administrator/Chief Economist/Principal Planner | \$ 71,789 | \$ 122,041 | 7 |
| Senior Engineer | \$ 66,169 | \$ 112,487 | 1 |
| Senior Planner/Economist/IT Manager/DBE Manager | \$ 62,425 | \$ 106,123 | 5 |
| Senior Accounting Manager | \$ 57,793 | \$ 98,250 | 1 |
| Communications Manager | \$ 55,033 | \$ 93,556 | 1 |
| Accounting Manager | \$ 50,255 | \$ 85,434 | 1 |
| Engineer II | \$ 50,033 | \$ 85,056 | 1 |
| Planner II/Special Transportation Advisor (PT) | \$ 47,202 | \$ 80,243 | 5 |
| General Services Manager | \$ 47,202 | \$ 80,243 | 1 |
| Web & Graphics Designer | \$ 41,045 | \$ 69,776 | 1 |
| Engineer I | \$ 43,507 | \$ 73,962 | 1 |
| Planner I/Program Support Specialist | \$ 41,045 | \$ 69,776 | 6 |
| Asst. General Services Manager | \$ 41,045 | \$ 69,776 | 1 |
| Administrative Assistant II | \$ 33,925 | \$ 58,560 | 2 |
| Administrative Asst. I/Receptionist | \$ 29,500 | \$ 50,150 | 1 |

As of 6/1/17

ATTACHMENT 3
Indirect Cost Certification Statement

MPOs have the benefit of claiming indirect costs for reimbursement on federally funded projects. In order to be eligible to claim indirect costs, MPOs must have an approved Indirect Cost Allocation Plan (ICAP) and rate. MPOs that wish to use an established indirect cost allocation rate from another cognizant state agency must provide a copy of the rate approval to VDOT in order to use that rate on transportation projects where VDOT serves as the pass-through agency for reimbursement of federal funds. 2 CFR 200, Appendix VII outlines the requirements for the development, documentation, submission, negotiation, and approval of cost allocation plans for State, Local Governments, and Indian Tribes.

Section I: Use of Indirect Costs (Check the appropriate box.)

- ☐ - Do not charge indirect costs. (You have completed the form.)
- ☒ - Charge indirect costs. (Fill out sections II and III.)

Section II: Indirect Cost Plan

- ☒ - No change in indirect cost allocation plan previously submitted.
- ☐ - Indirect cost allocation plan has been revised. (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new indirect cost allocation plan, along with a brief explanation of the changes, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

Section III: Indirect Cost Rate

- ☒ - There will be no significant change in the indirect cost rate 47.885 % previously used. (Approved % rate must be provided here)

Provide copy of rate approval (from VDOT or other cognizant agency)

- ☐ - There will be a significant change in the indirect cost rate from that previously used. The proposed rate is _____%. (Proposed % rate must be provided here)
- (As soon as possible and under separate cover, the MPO submits to their VDOT project manager the new rate along with a brief explanation for the rate change, for review and approval, if VDOT is not the cognizant agency, please provide copy of documents submitted to cognizant agency)

HAMPTON ROADS TPO

By: _____

Date: _____

6/6/17

ATTACHMENT 4

DUNS Number & POP

As part of the federal award reporting process, VDOT is required to provide FHWA the DUNS Number and POP information for entities receiving federal planning funds. Please provide the information for the funds you are receiving through this LOA.

DUNS# 556306942

POP (area in which the project will be completed/performed)

City HAMPTON ROADS REGION 1.7 M.

State VIRGINIA

Zip Code +4 VARIOUS

HAMPTON ROADS TPO

By: 

Date: 6/6/17



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, 23219-2000

Charles A. Kilpatrick, P.E.
COMMISSIONER

September 23, 2016

MEMORANDUM

To: Eric Stringfield, Transportation Planning Director
Hampton Roads District

From: Bradley W. Gales, Director
Office of Assurance & Compliance

Subject: **Hampton Roads Planning District Commission / Transportation Planning Organization – Indirect Cost Allocation Plan Review for the Fiscal Year Ended June 30, 2016 (ACO Number 2017-057) as required by 2 CFR Part 200**

Pursuant to the delegation of responsibility for an Indirect Cost Allocation review by FHWA, the cognizant agency to VDOT under federal-state relationship of the Federal-Aid Highway Program, we have performed a review of the indirect cost rate submitted as part of the indirect cost rate proposal of the Hampton Roads Planning District Commission / Transportation Planning Organization (HRPDC/HRTPO) for the fiscal year ended June 30, 2017.

Our review was substantially less in scope than an audit. We have addressed ourselves solely to the indirect cost rate, based on unaudited financial data for the period July 1, 2015 through June 30, 2016.

Based on our review, we are not aware of any material modifications required of the indirect cost rate for the fiscal year ended June 30, 2016. HRPDC/HRTPO's proposed indirect cost allocation rate of 47.885% is approved subject to audit.

If we can be of further assistance, please call David Kelly at 786-5924 or me at 786-2825.

Eric Stringfield

Pre-Award Evaluation: Town of Purcellville – On-Call Geotechnical Services, Kimley-Horn (prime)

ACO Number 2014-230

Page 2 of 2

**AN AGREEMENT FOR
THE UTILIZATION OF FEDERAL AND STATE FUNDS TO SUPPORT
METROPOLITAN PLANNING
IN THE HAMPTON ROADS AREA**

THIS AGREEMENT, effective July 1, 2017, is by and between the Commonwealth of Virginia Department of Transportation, hereinafter called the DEPARTMENT, and the Hampton Roads Planning District Commission, hereinafter called the COMMISSION, for the benefit of the Hampton Roads Transportation Planning Organization, hereinafter called the Metropolitan Planning Organization or the MPO.

WHEREAS, the MPO has been designated by the Secretary of Transportation on behalf of the Governor of Virginia with the responsibility, together with the State and regional public transportation provider(s), for carrying out the Metropolitan Transportation Planning provisions of Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction); and

WHEREAS, the MPO has requested that the COMMISSION act as fiscal agent to administer the Metropolitan Planning Funds (PL) funding, as well as any other federal or state funds used to support the MPO planning process for the Hampton Roads area, as provided to the MPO under the provisions of Title 23 United States Code, Section 104(d);

NOW, THEREFORE, the DEPARTMENT and the COMMISSION do hereby agree as follows:

ARTICLE I - PURPOSE OF FUNDS

Any federal or state funds made available under this AGREEMENT are to be used at the direction of the MPO which is responsible, in cooperation with the DEPARTMENT, for the Metropolitan Transportation Planning and Programming Process (Title 23 Code of Federal Regulations Section 450 Subpart C that implement Title 23 United States Code Section 134, Title 49 United States Code Section 5303, and CFDA 20.205, Highway Planning and Construction). An annual Unified Planning Work Program (UPWP) shall be prepared identifying the use of these funds in accordance with ARTICLE III of this AGREEMENT. Any significant modifications or additions to planning activities outlined in the UPWP during the fiscal year (FY) shall trigger the submission of a UPWP amendment by the MPO to the DEPARTMENT. The DEPARTMENT will submit the UPWP amendment to the Federal Highway Administration (FHWA) for review and approval. No reimbursements shall be made to the MPO for work activities conducted prior to FHWA's written approval of the UPWP or amendment.

Subject to annual budgetary appropriation, the DEPARTMENT shall transmit to the COMMISSION, prior to July 1, each year an annual Letter of Authorization stipulating

Any changes to an approved activity, reallocation of funds between activities, or any new activity to be performed with federal or state funds shall require an amendment to the UPWP and approval by the MPO, the DEPARTMENT, and the FHWA. Requests for deprogramming of Federal Highway Administration transportation planning funds to the next fiscal year must be received by March 31 to allow ample time for processing and approval.

Written approvals by the DEPARTMENT and the FHWA and/or Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration must be obtained for each study design for highway and/or public transit activities (respectively) that were included in, but not authorized by the initial, approved UPWP. These approvals must be obtained prior to initiating work activities for which the MPO will seek reimbursement.

Any approved UPWP work to be undertaken with federal or state funds by any party other than the COMMISSION shall be the subject of a third-party agreement. Such agreements shall incorporate all provisions of this AGREEMENT. The scopes of service and agreements for such work must be submitted for written approval by the DEPARTMENT and FHWA prior to execution of the third-party agreement. It is recommended that any such third-party agreements be developed as soon as possible after the execution of this AGREEMENT.

There will be no reimbursement to third-parties for work performed prior to the execution date of such agreements. The administrative procedures contained in ATTACHMENT A of this AGREEMENT must be complied with if a consultant firm is to be engaged directly or under a pass-through agreement. If any federal or state funds are passed through to a local jurisdiction or consultant, the audit requirements in ATTACHMENT B are also applicable.

Those planning activities, description of work, and sources of funds documented in the approved Hampton Roads area UPWP and any subsequent amendments thereto as approved by the FHWA and the DEPARTMENT for funding are hereby subject to the conditions of this AGREEMENT.

Acquisition of equipment, as defined in 2 CFR 200 on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with federal or state funds shall be approved by FHWA and the DEPARTMENT prior to acquisition and shall be titled to the COMMISSION. Procurement, property, and management standards shall be applicable to the acquisition, use, management, and disposition of such equipment.

ARTICLE IV - BASIS OF PAYMENT

For services performed in accordance with the provisions of this AGREEMENT, the DEPARTMENT shall pay to the COMMISSION eligible actual costs, as defined herein.

Any expenditure, work task or product that is questioned by the DEPARTMENT in the performance review of the UPWP will be discussed with the COMMISSION's staff. In the event that agreement is reached that an improper expenditure or unauthorized work task has occurred, the DEPARTMENT will deduct the amount of the expenditure in question and attach a copy of the exception to the COMMISSION's copy of the final billing when paid. In the event that the performance review takes place after payment of the final bill, and an agreement is reached that the expenditure, work task or product is improper or unauthorized, the COMMISSION will be billed in the amount of the expenditure in question, and the amount so billed will be promptly paid to the DEPARTMENT by the COMMISSION.

Should there be disagreement between the DEPARTMENT and the COMMISSION's staff, the exception will be transmitted in writing by the DEPARTMENT to the COMMISSION's staff and opportunity afforded for review and comment. The Commissioner of Highways of the Virginia Department of Transportation, with assistance as needed from the FHWA, will rule on the exception. If the exception is ruled proper, the COMMISSION will be billed in the amount of the exception and the amount so billed will be promptly paid to the DEPARTMENT by the COMMISSION. The settlement of disputes not related to expenditures is covered by ARTICLE X of this AGREEMENT.

The COMMISSION will complete a list of all personnel anticipated to charge time against activities covered by this AGREEMENT as described in the annual Letter of Authorization. This listing will identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour or annual salary. The list shall be identified in and part of the Letter of Authorization.

Actual costs shall include direct salaries, payroll burden, indirect costs or overhead and direct non-salary costs. Such costs shall be maintained in the COMMISSION'S records in accordance with generally accepted cost accounting procedures and recordation. Payroll burden and overhead costs shall be subject to the DEPARTMENT's review and approval. The COMMISSION shall complete and sign an indirect cost certification as identified in and part of the annual Letter of Authorization.

Non-salary direct costs shall include purchase and rental of material, supplies, equipment, and services not normally included in the computation of overhead but necessary for the performance of work specified. Also included as direct non-salary costs shall be costs for certain communications and reproductions charged directly to the work specified plus necessary travel and per diem expenses. Travel costs should be in accordance with 2 CFR 200.474. Reimbursement for the cost of actual, reasonable and necessary mileage travelled on MPO business trips using COMMISSION or personally owned automotive vehicles shall be according to the business mileage rates set out by the IRS. The currently applicable IRS mileage rates for reimbursement are found at the following website: <https://www.irs.gov/credits-deductions/individuals/standard-mileage-rates-glance>. Reimbursement for lodging and Meals and Incidental Travel Expense (M&IE)

Authorized representatives of the DEPARTMENT and/or the Federal Highway Administration may inspect and review work in progress or completed during the period of this AGREEMENT.

ARTICLE VII - TERMINATION OF AGREEMENT

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. Withdrawal by the DEPARTMENT from the Metropolitan Transportation Planning and Programming Process in the Hampton Roads MPO area.
2. Withdrawal of the 23 U.S.C. 134 designation to the MPO by the Governor.
3. Withdrawal of the MPO from the Metropolitan Transportation Planning and Programming Process.
4. By mutual agreement of the parties.
5. Cancellation of PL funds for the Metropolitan Transportation Planning and Programming Process by the Federal Government.

In the event of termination under provision 1, at least 30 days written notice shall be given prior to termination. Work completed within this notice period shall be eligible for compensation.

In the event of termination under provisions 2, 3, 4 or 5, said termination shall be effective on the date of notification. Work completed up to the date of notification shall be eligible for compensation.

The sum of any payments made under this Article shall be based on actual work completed through the date of termination, subject to final audit.

Upon termination, all data, tabulations, documents and other material prepared under this AGREEMENT by and for the COMMISSION shall become the property of the DEPARTMENT.

ARTICLE VIII - RETENTION OF COST RECORDS

The COMMISSION and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence supporting the costs incurred. Such information shall be consistent with the provisions of 2 CFR 200 and shall be made available at their respective offices at all reasonable times during the contract period, and for a period of three (3) years from the date of final payment from the DEPARTMENT to the COMMISSION for inspection and audit by any authorized representative of the DEPARTMENT or U.S. Department of Transportation. Copies of such information shall be furnished to the DEPARTMENT upon request.

ARTICLE IX - PUBLICATION PROVISIONS

the legal dispute is adjudicated in court. Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the legal dispute.

ARTICLE XI - LIABILITY FOR PLANNING PROCESS AND ADMINISTRATION OF FUNDS

Nothing within this AGREEMENT shall be deemed to waive the DEPARTMENT's defense of sovereign immunity applicable to any claims which might arise as a consequence of the planning process, and further provides that the COMMISSION will be responsible for the proper administration of funds pursuant to this AGREEMENT, the COMMISSION's liability being hereby expressly limited to the administrative function performed by the COMMISSION for the benefit of the MPO in accordance with the terms of this AGREEMENT.

ARTICLE XII- COMPLIANCE WITH TRANSPORTATION PLANNING, CLEAN AIR, TITLE VI CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE, NON-DISCRIMINATION AND OTHER APPLICABLE FEDERAL REQUIREMENTS

The COMMISSION, its agents, employees, assigns, or successors, and any person, firm, or agency of whatever nature, with which they may contract or make an agreement, shall comply with the provisions of federal code and regulation related to transportation planning, clean air, Title VI civil rights, disadvantaged business enterprise, nondiscrimination and other applicable federal requirements. Concurrent with the submittal of the entire proposed Transportation Improvement Program to the FHWA and the FTA as part of the Statewide Transportation Improvement Program approval, the State and the MPO are federally required to provide certification at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements, including but not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303 and 23 CFR 450 Subpart C on transportation planning requirements;
2. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR Part 93);
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR Part 26 regarding the involvement of Disadvantaged Business Enterprises in DOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

ARTICLE XV – CERTIFICATIONS

The COMMISSION and the DEPARTMENT in signing the attached certification statement as described in ATTACHMENT H shall acknowledge that neither the representative for the COMMISSION nor the DEPARTMENT has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

By signing this AGREEMENT, the COMMISSION also certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COMMISSION, 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 MPO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
3. The COMMISSION shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients 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 is 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.

ATTACHMENT A

ADMINISTRATIVE PROCEDURES FOR FEDERALLY FUNDED CONSULTANT CONTRACTS

Work Program

Include a brief statement of work to be performed by consultant and identify total funds needed with a breakdown by fiscal year.

Procurement

The COMMISSION must insure that required federal and state procurement procedures are followed for all contracts and subcontracts.

Statement of Work

Submit draft RFP through VDOT to FHWA with request for approval of scope of service/statement of work. FHWA approval will include a request for copies of all executed contracts, subcontracts and addenda thereto. Any work performed prior to date of FHWA approval of scope/statement of work is not eligible for reimbursement.

Consultant Contract

Submit executed contract/agreement, consultant proposal and, if different from approved draft, RFP/statement of work. The executed agreement and proposal combined are considered to be the consultant contract. The contract does not need FHWA review and approval prior to execution, but must contain all provisions of 23 CFR Part 172.

Subcontracts

Subcontracts do not need prior FHWA approval if the work to be subcontracted is identified in the consultant proposal. If not identified in the proposal, subcontract work is considered to be a change in scope and needs to be processed accordingly. Subcontract work should be approved in writing by the state. A copy of the state approval letter, executed subcontracts, and scopes of work will need to be submitted to FHWA. All subcontracts shall contain all required provisions of the prime contract.

ATTACHMENT B

Federal Audit Requirements for Sub-Recipients

Local Jurisdictions/Commissions

Any local jurisdiction which expends more than \$750,000 in Federal funds from all sources combined is subject to the requirements of 2 CFR 200. If such a locality receives Federal funds, even if passed through to a consultant, the audit must cover these funds. A copy of the audit report must be provided by the locality within 30 days of completion of the audit, but no later than one year after the end of the audit period unless a longer period is agreed to with the Federal agency, to the COMMISSION for submittal to the DEPARTMENT.

Consultants

Pre-award audits are required for all consultant contracts. These audits will be conducted by the DEPARTMENT at the time that the contracts are submitted for approval in accordance with ARTICLE IV of this Agreement. Supporting data used by the consultants to prepare cost proposals may be required for these audits. Securing this data will be the responsibility of the COMMISSION.

Final financial audits are required for cost plus net fee contracts and are optional for lump sum contracts. These audits will be conducted by the DEPARTMENT at the conclusion and acceptance of the consultants' services. Consultant contracts, invoices, and supporting data will be required for these audits. It will be the responsibility of the COMMISSION to secure and provide this data to the DEPARTMENT.

4. Costs should be classified so as to identify those that are expenditures by the grantee in contrast to those disbursements that are actually passed through to other Sub-Recipients. In addition, the scope of the audit should include the expenditures made by the Sub-Recipients and be identified in the audit report. This would include local jurisdictions, consultants, sub-consultants, and any other recipient of pass through funds.
5. Generally speaking, the question of what constitutes materiality in selection of parameters in sample testing and recognition of errors is left up to the auditor's professional judgment. However, we suggest that the size of each individual grant in the entity be considered when selecting these parameters rather than total overall operation of the entity. (Refer to 2 CFR 200).

Audit reports shall be submitted by the COMMISSION in accordance with the provisions of 2 CFR 200 to VDOT.

In addition two copies of the audit reports and two copies of the Assurance and Compliance Office's Review of the report are to be sent by the COMMISSION to:

Virginia Department of Transportation
Attention: Eric Stringfield
VDOT Hampton Roads District Office
1700 North Main St.
Suffolk, VA 23434

Exhibit B

Fringe Benefits
For the Year Ended June 30

Employer Contributions - FICA

Employer Contributions - Health Insurance

Employer Contributions - Life & Disability Insurance

Employer Contributions - Retirement

Workmen's Compensation Insurance

Unemployment Compensation Insurance

TOTAL FRINGE BENEFITS

The accompanying notes are an integral part of these statements.

ATTACHMENT D

ANNUAL PERFORMANCE REVIEW OF THE UNIFIED PLANNING WORK PROGRAM

An annual review of the work tasks in the United Planning Work Program (UPWP) shall be conducted to ensure that the work tasks have been satisfactorily performed. While a review of the UPWP and any tasks or work products identified therein may be undertaken at any time during the fiscal year, the annual performance review shall be conducted after the fourth quarter (final) billing is received - see ARTICLE IV of this AGREEMENT. The performance period is specified in ARTICLE VI of this AGREEMENT

The annual UPWP performance review shall be conducted by the DEPARTMENT (including the District Planning Manager and representatives from the Transportation and Mobility Planning Division), and shall include representatives of the Planning District Commission (COMMISSION). Additional representatives may include the Department of Rail and Public Transportation (DRPT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) and any locality or local/regional agency that may have performed a work task in the UPWP.

The review shall include from the UPWP a description of the work task, scope of work and the end product that was anticipated when the UPWP was approved. The COMMISSION staff shall provide any reports, work papers or other evidence of the work performed. Documentation shall be provided for any issues that may have affected the anticipated work process or performance. Documentation must also be provided for any changes in the work tasks, scope of work or end product. In cases where the work tasks could not be completed during the fiscal year, appropriate documentation shall be provided for a partial payment for the work as well as any requests that may have been made for carry-over of the work task into the next fiscal year. In cases where the work task may have been terminated, documentation shall be provided as to the reasons for the termination. Any adjustments to the payments for work tasks shall be in accordance with ARTICLE IV of this AGREEMENT.

The annual performance review shall be documented by the DEPARTMENT and forwarded to the COMMISSION, the federal and state agencies and other participants in the UPWP performance review.

ATTACHMENT F

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS

49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The COMMISSION agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the COMMISSION shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The COMMISSION shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The COMMISSION agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the Virginia Department of Transportation (VDOT) or such remedy as the VDOT deems appropriate.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor compiles, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Virginia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2/1/00

7/1/00

ATTACHMENT C

Federal Audit Guidelines In Accordance with 2 CFR 200

The financial audit should be in accordance with the requirements of 2 CFR 200. An annual financial audit is required if the COMMISSION expends \$ 750,000 or more in federal funds from all sources in its fiscal year.

Additional guidance is as follows:

1. Eligibility of costs is stressed for expenditures made within the grants. 2 CFR 200 and/ or 2 CFR 1201 should be referenced and applied. Generally, some of the problems encountered are:
 - a. unacceptable or no cost allocation plan.
 - b. arbitrary allocation of costs.
 - c. the failure to maintain time and attendance records.
 - d. if employee spends time on more than one grant, the failure to keep actual time spent on each grant.
 - e. improper documentation.
2. The report should have sufficient schedules, either main or supplementary, that identify beginning balances, revenues, expenditures by line item and individual grant, and fund balances. VDOT grants should be separated (see attached Exhibit A). A schedule of ineligible costs should also be included if such costs are found. A schedule showing budgeted amounts and expenditures by Unified Transportation Planning Work Program task/activity must be included.
3. The report should present a schedule of indirect costs, and be presented in a manner that indicates the method of developing the costs (including fringe benefits). Indirect costs should be analyzed for eligibility of costs included (interest, taxes, etc.) (See the attached sample Exhibits B and C.)

4. Costs should be classified so as to identify those that are expenditures by the grantee in contrast to those disbursements that are actually passed through to other Sub-Recipients. In addition, the scope of the audit should include the expenditures made by the Sub-Recipients and be identified in the audit report. This would include local jurisdictions, consultants, sub-consultants, and any other recipient of pass through funds.
5. Generally speaking, the question of what constitutes materiality in selection of parameters in sample testing and recognition of errors is left up to the auditor's professional judgment. However, we suggest that the size of each individual grant in the entity be considered when selecting these parameters rather than total overall operation of the entity. (Refer to 2 CFR 200).

Audit reports shall be submitted by the COMMISSION in accordance with the provisions of 2 CFR 200 to VDOT.

In addition two copies of the audit reports and two copies of the Assurance and Compliance Office's Review of the report are to be sent by the COMMISSION to:

Virginia Department of Transportation
Attention: Eric Stringfield
VDOT Hampton Roads District Office
1700 North Main St.
Suffolk, VA 23434

Exhibit A

Changes in Fund Balances
for the Year Ended June 30

| | General Fund | FTA | VDOT Transit | VDOT SPR | VDOT PL | All Other Grants (in Detail) | Total |
|---|-----------------|-----|-----------------|-------------|------------|---------------------------------|-------|
| Support and Revenue: | | | | | | | |
| Support: | | | | | | | |
| Direct Federal Grants | | | | | | | |
| Pass-Through Federal Contributions | | | | | | | |
| State Grants | | | | | | | |
| Revenue: | | | | | | | |
| Fees and Assessments | | | | | | | |
| Investment Income | | | | | | | |
| Miscellaneous | | | | | | | |
| Total | | | | | | | |
| Expenses: | | | | | | | |
| Direct: | | | | | | | |
| Salaries | | | | | | | |
| Fringe Benefits - Schedule 1 | | | | | | | |
| Total Direct Salaries & Fringe | | | | | | | |
| Benefits | | | | | | | |
| Travel | | | | | | | |
| Education and Training | | | | | | | |
| Printing and Reproduction | | | | | | | |
| Advertising | | | | | | | |
| Supplies | | | | | | | |
| Consultants/Contractual | | | | | | | |
| Project Inspection Fee | | | | | | | |
| Pass-through | | | | | | | |
| In-Kind | | | | | | | |
| Total Direct | | | | | | | |
| Indirect: | | | | | | | |
| Salaries | | | | | | | |
| Fringe Benefits - Schedule 1 | | | | | | | |
| Other - Schedule 2 | | | | | | | |
| Total Indirect | | | | | | | |
| Total Direct and Indirect | | | | | | | |
| Depreciation - Not Allocated | | | | | | | |
| Total Expenses | | | | | | | |
| Excess of Support and Revenue over Expenses | | | | | | | |
| Fund Balance - Beginning of Year | | | | | | | |
| Adjustments to Fund | | | | | | | |
| Annual Leave Accrual | | | | | | | |
| Fixed Assets | | | | | | | |
| Fund Balance - End of Year | | | | | | | |

The accompanying notes are an integral
part of these statements.

Exhibit B

Fringe Benefits
For the Year Ended June 30

Employer Contributions - FICA

Employer Contributions - Health Insurance

Employer Contributions - Life & Disability Insurance

Employer Contributions - Retirement

Workmen's Compensation Insurance

Unemployment Compensation Insurance

TOTAL FRINGE BENEFITS

The accompanying notes are an integral part of these statements.

Exhibit C

Indirect Expenses
For the Year Ended June 30

Commissioner's Compensation

Salaries

Employee Benefits

Office Supplies

Contractual Services

Office equipment rental & maintenance

Office rental

Insurance

Telephone

Travel

Postage

Recruitment

Rent

Special meetings

Moving expense

Dues, subs and membership

Copying costs

Auditing/Advertising

1) Legal Services

Miscellaneous

2) Interest Expense

TOTAL INDIRECT EXPENSE

1) Subject to approval

2) Ineligible cost

The accompanying notes are an integral part of these statements

ATTACHMENT D

ANNUAL PERFORMANCE REVIEW OF THE UNIFIED PLANNING WORK PROGRAM

An annual review of the work tasks in the United Planning Work Program (UPWP) shall be conducted to ensure that the work tasks have been satisfactorily performed. While a review of the UPWP and any tasks or work products identified therein may be undertaken at any time during the fiscal year, the annual performance review shall be conducted after the fourth quarter (final) billing is received - see ARTICLE IV of this AGREEMENT. The performance period is specified in ARTICLE VI of this AGREEMENT

The annual UPWP performance review shall be conducted by the DEPARTMENT (including the District Planning Manager and representatives from the Transportation and Mobility Planning Division), and shall include representatives of the Planning District Commission (COMMISSION). Additional representatives may include the Department of Rail and Public Transportation (DRPT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) and any locality or local/regional agency that may have performed a work task in the UPWP.

The review shall include from the UPWP a description of the work task, scope of work and the end product that was anticipated when the UPWP was approved. The COMMISSION staff shall provide any reports, work papers or other evidence of the work performed. Documentation shall be provided for any issues that may have affected the anticipated work process or performance. Documentation must also be provided for any changes in the work tasks, scope of work or end product. In cases where the work tasks could not be completed during the fiscal year, appropriate documentation shall be provided for a partial payment for the work as well as any requests that may have been made for carry-over of the work task into the next fiscal year. In cases where the work task may have been terminated, documentation shall be provided as to the reasons for the termination. Any adjustments to the payments for work tasks shall be in accordance with ARTICLE IV of this AGREEMENT.

The annual performance review shall be documented by the DEPARTMENT and forwarded to the COMMISSION, the federal and state agencies and other participants in the UPWP performance review.

ATTACHMENT E
VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

Section 2.2-4201 Code of Virginia (1950) as amended

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over ten thousand dollars.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each subcontractor or vendor. Nothing contained in this chapter shall be deemed to empower any agency to require any contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

ATTACHMENT F

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS

49 CFR Part 26, as amended

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, 49 CFR Part 26, as amended, applies to this agreement.

The COMMISSION agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the COMMISSION shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have equal opportunity to compete for and perform contracts. The COMMISSION shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

The COMMISSION agrees that failure to carry out the requirements set forth herein shall constitute a breach of contract and after the notification of the Department of Transportation, may result in termination of this agreement by the Virginia Department of Transportation (VDOT) or such remedy as the VDOT deems appropriate.

ATTACHMENT G

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (49 CFR, Part 21 and Part 26 hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Attachment B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor shall be notified of the contractor's obligations under this contract.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Virginia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Virginia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Virginia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor compiles, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Virginia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten signature

Handwritten date: 7/1/80

ATTACHMENT H

CERTIFICATION OF HAMPTON ROADS PLANNING DISTRICT COMMISSION

I hereby certify that I am the Executive Director of the HAMPTON ROADS PLANNING DISTRICT COMMISSION whose address is 723 Woodlake Drive, Chesapeake, VA 23320, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U. S. Department of Transportation, regarding this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/6/17
Date

[Signature]
SIGNATURE

CERTIFICATION OF STATE HIGHWAY AGENCY

I hereby certify that I am the State Transportation Planner of the Virginia Department of Transportation of the Commonwealth of Virginia, and that neither I nor the above agency I here represent has been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Virginia Department of Transportation, and the Federal Highway Administration, U.S Department Transportation, regarding this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/13/17
Date

Marsha Tol
State Transportation Planner