



HAMPTON ROADS TRANSIT

HRPDC
ORIG COPY

[Handwritten signature]
156

November 2, 2015

Mr. Robert Crum, Executive Director
The Regional Building
723 Woodlake Drive
Chesapeake, VA 23320

Dear Mr. Crum:

Enclosed please find your signed copy of the Agreement for the Utilization of Pass-through FTA and Commonwealth Transit Funds in the Hampton Roads Transportation Planning Organization (HRTPO) Area for Fiscal Year 2016.

Thank you,

Carleen Kay Muncy

Carleen Muncy, BA., CAP-OM
Sr. Administrative Assistant

Document Control: EX 380 GS-19 10039



**AN AGREEMENT FOR THE UTILIZATION
OF PASS-THROUGH FTA AND COMMONWEALTH TRANSIT FUNDS IN THE
HAMPTON ROADS TRANSPORTATION PLANNING ORGANIZATION
AREA FOR FISCAL YEAR 2016**

This Agreement, made and entered into as of this 30th day of September, 2015 by and between the **Hampton Roads Transportation Planning Organization**, hereinafter referred to as the HRTPO, and the **Transportation District Commission of Hampton Roads**, hereinafter referred to as TDCHR, for the utilization of pass-through FTA and Commonwealth Transit funds.

Whereas, the HRTPO is actively engaged in the development of a transportation planning process in accordance with the "Master Agreement for the Use of Commonwealth Transportation Funds" for the Hampton Roads Transportation Planning Organization dated April 16, 2012, as amended, the terms of which are incorporated herein by this reference and are to be used to interpret this contract consistent with said Agreement; and

Whereas, the HRTPO has entered into a Project Agreement for the Use of FTA and Commonwealth Transit Funds with the Commonwealth of Virginia, Department of Rail and Public Transportation, hereinafter referred to as DRPT, to implement the activities specified in the HRTPO's Fiscal Year 2016 Unified Planning Work Program; and

Whereas, the HRTPO desires to engage the TDCHR to perform Task Numbers 11.1, 11.4, and 11.10 of this Work Program;

Now, therefore, the HRTPO and the TDCHR do hereby mutually agree as follows:

Article I – Scope of Service

The TDCHR shall perform, in a professional manner, the services as outlined in the attached Scope of Work, Appendix A. The Scope shall include a copy of the work activity from the FY 2016 Unified Planning Work Program.

Article II – Time of Performance

The TDCHR shall begin work effective July 1, 2015, and have the project finished and a report submitted to the HRTPO by June 30, 2016, for approval by the HRTPO and the Virginia Department of Rail and Public Transportation, except as follows:

Article III – Basis of Payment

For services performed in accordance with the provisions of this Agreement, the

HRTPO agrees to pay the TDCHR 90% of actual costs up to the maximum amount of \$225,000 in FY-16 Section 5303 funds and \$95,167 in FY-15 Section 5303 Carryover funds. Actual costs shall include direct salaries and payroll burden as defined below and non-salary direct costs as detailed and attached to this Agreement.

1. Direct Salaries - Direct salaries are defined as the cost of salaries of employees for the time directly chargeable to the project. The TDCHR shall provide a list of all personnel anticipated to charge time against the activities covered by this Agreement. This list shall be attached to this Agreement as Attachment B, and shall identify personnel by payroll classification only (planner, technician, etc.) and their present actual payroll rate per hour.

Premium overtime payments, when authorized by the HRTPO and the Virginia Department of Rail and Public Transportation, shall be included in direct labor costs. Payroll burden cost shall be added to the straight time salaries for overtime payment but shall not be added to premium overtime payments.

2. Payroll Burden - Payroll burden is defined as sick leave, vacation and holiday pay of engineers, draftsmen and other technical personnel, plus payroll and unemployment taxes, contributions for Social Security, unemployment compensation insurance, retirement plan, and life and medical insurance benefits. Costs of company contributions to a life insurance, medical insurance and retirement plan for employees shall be normal and reasonable. Payroll burden is expressed as a percentage of direct salaries.
3. Payroll Burden Percentage - The percentage to be applied for payroll burden for the purpose of computing partial payments shall be based on the TDCHR accounting records and shall be adjusted annually to reflect current records. The maximum allowable percentage shall be as audited.

Quarterly payments shall be made for the services performed based on the TDCHR detailed statement of expenditures. All vouchers submitted for quarterly payments shall be received by the HRTPO within ten days of the end of the quarter and supported by progress reports consisting of a schedule showing the percentage of completion, and a narrative outlining accomplishments during the quarter. The final voucher shall be submitted within 60 days subsequent to the completion of the work. Final payment shall be made not earlier than 60 days nor later than 120 days after the acceptance of the completed requirements of the Agreement. Final payment shall be based on audited costs and additive rates.

The TDCHR agrees that, as determined by audit, any costs found to be unsupported by acceptable records or in violation of any provision of this Agreement shall not be reimbursable; and any previous payments of such costs shall be promptly reimbursed to the HRTPO.

The HRTPO must receive payment for work performed from the Virginia Department of