

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
1217-002-R71	113188	Albemarle County
0867-002-R72	113385	

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the COUNTY OF ALBEMARLE, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement

will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
 - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
- 3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
 - 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
 - 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 - 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 - 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 - 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to

the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF ALBEMARLE, VIRGINIA:

LOCALITY Digital Signature

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Digital Signature

Attachment

Appendix A (UPC 113188)
Appendix A (UPC 113385)

Project Location ZIP+4: 22932-3133		Locality DUNS # N/A		Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596	
Project Narrative					
Work Description: CROZET SQUARE / OAK STREET IMPROVEMENTS. Reconstruction of Crozet Square (1217) and Oak Street to connect with Library Avenue (867) to improve the street network. Crozet Square would be reconstructed as a one-way road with angled parking and improved drainage and pedestrian accommodations.					
From: INT. of RTE. 240 (CROZET AVE)					
To: 0.060 MI. E of RTE. 240 (CROZET AVE)					
Locality Project Manager Contact info: Matt Wertman 540-447-0682 mwertmann@albemarle.org					
Department Project Coordinator Contact Info: Thomas Fitzpatrick 540-718-4708 thomas.fitzpatrick@vdot.virginia.gov					

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$316,753	\$101,850	\$1,046,096	\$1,464,699
Estimated VDOT Project Expenses	\$9,797	\$3,150	\$32,354	\$45,301
Estimated Total Project Costs	\$326,550	\$105,000	\$1,078,450	\$1,510,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$326,550	Revenue Sharing	50%	\$163,275	\$163,275	
				\$0	\$0	
Total PE	\$326,550			\$163,275	\$163,275	\$153,478
Right of Way & Utilities	\$105,000	Revenue Sharing	50%	\$52,500	\$52,500	
				\$0	\$0	
Total RW	\$105,000			\$52,500	\$52,500	\$49,350
Construction	\$1,078,450	Revenue Sharing	50%	\$539,225	\$539,225	
				\$0	\$0	
Total CN	\$1,078,450			\$539,225	\$539,225	\$506,871
Total Estimated Cost	\$1,510,000			\$755,000	\$755,000	\$709,699

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$755,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$709,699

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$755,000	\$755,000					\$1,510,000

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none">• This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.• This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$755,000• Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.• All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.• This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.	

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official	Date	Authorized VDOT Official	Date
Typed or printed name of person signing		Typed or printed name of person signing	

Project Location ZIP+4: 22932-3177		Locality DUNS # N/A		Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4596	
Project Narrative					
Work Description:		LIBRARY AVE. EXTENSION TO PARKSIDE VILLAGE. Construct the extension of Library Avenue (867) east to connect to High Street (1204) with two roundabouts and then continue east to Hilltop Street (1014). Project would include pedestrian and bike facilities.			
From:		LIBRARY AVE. (RTE 867)			
To:		HILLTOP STREET (RTE 1014)			
Locality Project Manager Contact info:		Blake Abplanalp 434-825-1663		babplanalp@albemarle.org	
Department Project Coordinator Contact Info:		Thomas Fitzpatrick 540-718-4708		thomas.fitzpatrick@vdot.virginia.gov	

Project Estimates					
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost	
Estimated Locality Project Expenses	\$20,000	\$881,586	\$3,886,113	\$4,787,699	
Estimated VDOT Project Expenses	\$50,000	\$27,266	\$121,735	\$199,001	
Estimated Total Project Costs	\$70,000	\$908,852	\$4,007,848	\$4,986,700	

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$70,000	Revenue Sharing	50%	\$35,000	\$35,000	
				\$0	\$0	
Total PE	\$70,000			\$35,000	\$35,000	
Right of Way & Utilities	\$908,852	Revenue Sharing	50%	\$454,426	\$454,426	
				\$0	\$0	
Total RW	\$908,852			\$454,426	\$454,426	\$427,160
Construction	\$4,007,848	Revenue Sharing	50%	\$2,003,924	\$2,003,924	
				\$0	\$0	
Total CN	\$4,007,848			\$2,003,924	\$2,003,924	\$1,882,189
Total Estimated Cost	\$4,986,700			\$2,493,350	\$2,493,350	\$2,294,349

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$2,493,351
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$2,294,349

Project Financing						
Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations
\$2,493,351	\$2,493,350					\$4,986,701

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none">• This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.• This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$2,493,351• Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.• All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.• This Standard Agreement replaces the Programmatic Project Administration Agreement that this Project was previously under and supersedes all previous versions signed by the LOCALITY and VDOT.	

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Authorized Locality Official

Date

Typed or printed name of person signing

Authorized VDOT Official

Date

Typed or printed name of person signing