

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0631-002-012	118876	Albemarle County

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”.

WITNESSETH

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

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
  - 1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
  - 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
  4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
  5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
  2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. 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.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the 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 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 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, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

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.

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

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

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:**

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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:**

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Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Digital Signature

**Attachments**

- Appendix A - UPC 118876
- Appendix B - UPC 118876

## Appendix B

**Project Number: 0631-002-012 (UPC 118876) Locality: Albemarle County**

Project Scope	
<b>Work Description:</b>	#SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT- Design and construct roundabout for the John Warner Parkway & Rio Road E intersection. Also included are Shared Use Path along east side, sidewalk into CATAAC, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.
<b>From:</b>	0.02 Miles N. Rte. 631
<b>To:</b>	0.02 Miles S. Rte. 631
Locality Project Manager Contact Info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841 Department Project Coordinator Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378	

Detailed Scope of Services
<p>VDOT will design and construct intersection improvements (i.e. convert intersection to a roundabout), as generally shown in the conceptual drawings that were included in the SMART Scale Application. Pedestrian improvements will include design and construction of new sidewalk into CATEC, crosswalks and shared use paths on two legs of the roundabout, and a relocated bus stop for CAT. Scope of Services by VDOT for the RIO ROAD &amp; JOHN WARNER PARKWAY ROUNDABOUT project herein agreed upon include:</p> <ul style="list-style-type: none"><li>• Project Management</li><li>• Preparation of preliminary roadway plans to include drainage plans, signing and pavement marking plans, maintenance of traffic plans, and right of way plans.</li><li>• Public Involvement activities</li><li>• Environmental studies and acquisition of required environmental documents from applicable state and federal agencies.</li><li>• Compilation of RFP plans, specifications, and estimate for the intersection improvement features into a design-build proposal package</li><li>• Administration of design-build procurement (Two phase best value)</li><li>• Receipt of bids</li><li>• Administration of Contract award</li><li>• Administration and oversight of final design, acquisition of required stormwater management permits, right of way acquisition, utility relocations, and construction by design-builder</li><li>• Construction engineering services</li><li>• Construction project close-out</li></ul>

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

\_\_\_\_\_  
LPA Digital Signature - Authorized Locality Official

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VDOT District - Authorized Digital Signature

**VDOT Administered, Locally Funded Appendix A**

Date: 1/11/2022

Project Number: 0631-002-012 UPC: 118876 CFDA# 20.205 Locality: Albemarle County

Project Location ZIP+4: 22901-1803	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501
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**Project Narrative**

Work Description #SMART22 - RIO ROAD & JOHN WARNER PARKWAY ROUNDABOUT - Design and construct roundabout for the John Warner Parkway & Rio Road East intersection. Also included are Shared Use Path along east side, sidewalk into CATAC, bicycle lane north and south with ramps, ADA ramps and crosswalks and relocate/upgraded bus stop to include shelter.

From: 0.02 Miles N. Rte. 631

To: 0.02 Miles S. Rte. 631

Locality Project Manager Contact info: Kevin McDermott kmcdermott@albemarle.org 434-296-5841

Department Project Manager Contact Info: Hal Jones Harold.jones@vdot.virginia.gov 434-422-9378

**Project Estimates**

Phase	Estimated Project Costs
Preliminary Engineering	\$1,529,703
Right of Way & Utilities	\$1,675,516
Construction	\$6,921,087
<b>Total Estimated Cost</b>	<b>\$10,126,306</b>

**Project Cost**

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,529,703	SmartScale (DGP)	0%	\$0
Total PE	\$1,529,703			\$0
Right of Way & Utilities	\$1,675,516	SmartScale (DGP)	0%	\$0
Total RW	\$1,675,516			\$0
Construction	\$1,999,999	Local Funds	100%	\$1,999,999
	\$4,921,088	SmartScale (DGP)	0%	\$0
Total CN	\$6,921,087			\$1,999,999
<b>Total Estimated Cost</b>	<b>\$10,126,306</b>			<b>\$1,999,999</b>

**Total Maximum Reimbursement / Payment by Locality to VDOT**

\$1,999,999

**Project Financing**

SmartScale (DGP)	Local Funds			Aggregate Allocations
\$8,126,307	\$1,999,999			\$10,126,306

**Payment Schedule**

FY23			
\$1,999,999			

**Program and Project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$8,126,306.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.
- **Prior to Construction Start the LOCALITY shall make one lump sum payment in the amount of \$1,999,999 to VDOT no later than 30 days after receipt of VDOT's invoice**

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LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature