PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT Revenue Sharing Projects

THIS AGREEMENT, made and executed in triplicate this day of	,
20 , 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.	

WHEREAS, the LOCALITY may, in accordance with §33.2-357 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

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

1. This agreement shall be effective for an initial period of THREE fiscal years (each year beginning July 1st - June 30th) and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's 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 individual prior written authorization from the DEPARTMENT to proceed with each project.
- c. Administer the Project(s) in accordance with guidelines applicable to state funded 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 aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
- 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 33.2-348 or Section 33.2-331 of the *Code*, or other applicable provisions of state law or regulations require such reimbursement.
- h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.

- j. If legal services other than those 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.

3. 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 2.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.
- 4. Appendix A identifies the specific funding sources for each Project under this Agreement, 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.
- 5. 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*.
- 6. 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 under this agreement is anticipated to exceed the allocation shown for such Project on the respective 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.

- 7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- 8. 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.
- 9. 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 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.
- 10. 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 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

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 any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

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.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF ALBEMARLE, VIRGINIA	\:	
Typed or printed name of signatory	_	
Title	Date	
Signature of Witness	Date	<u>*</u>
NOTE: The official signing for the LOCALI to execute this agreement.	TY must attach a certified co	py of his or her authority
COMMONWEALTH OF VIRGINIA, DI	EPARTMENT OF TRANSI	PORTATION:
Chief of Policy Commonwealth of Virginia Department of Transportation	Date	
Signature of Witness Attachments	Date	

Appendix A (for each project covered under this Agreement) Appendix B (listing each project covered under this Agreement)

	4: 22903-4	977	Locality D	JNS# 0660	22047	CFDA #		Locality Ac 401 McInti	Albemarle County ddress (incl ZIP+4): ire Road ville, VA 22902-4596	
		10 5 00	n Virginia	91-	Project Na	rrative				
cope: Add sidewa	alks at vari	ous location	s to improv	e safety for	pedestriar	r traffic.				
rom: Various Lo										
o: Various Lo ocality Project Manager C		10	Jack Kelse	434-872	-4501 ii	kelsev@a	lbemarle.	ora		
epartment Project Coordi			Kim Came		35-2373			ot.virginia.go	V	
					Project Est	Imates		Editor ()	- 2 - E - E - E - E - E - E - E - E - E	
		Preliminary	Engineering	Right of Way	and Utilities	Cons	truction	Tot	al Estimated Cost	
stimated Locality Project I			,000	\$662			81,488		\$3,661,272	
stimated VDOT Project E			000,000	\$15, \$677			0,000		\$78,000	
stimated Total Project Co	SIS	2000	,,000	\$011	,784	\$2,5	11,488		\$3,739,272	
		i hi dirsiil	, le li we	Project	Cost and R	telmburse	ment		langusida u	
Phase	Estimated F	roject Costs		s type drop down box)	Local % Par for Funds		Local Sh	nare Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursem- to Locality (Max, Reimbursement Est, VDOT Expenses
reliminary Engineering	\$550	0,000	Revenue	e Sharing	0%	D		\$0	\$550,000	
								\$0 \$0	\$0 \$0	
Total PE	\$550	0,000						\$0	\$550,000	\$517,000
ight of Way & Utilities	\$67	7,784	Revenu	e Sharing	0%	j.		\$0	\$677,784	
								\$0 \$0	\$0 \$0	
Total RW	\$67	7,784						\$0	\$677,784	\$662,784
onstruction		1,488	Revenu	e Sharing	0%	0		\$0	\$1,261,488	
	\$1,25	0,000	Revenu	e Sharing	50%	6	\$6.	25,000	\$625,000 \$0	
Total CN	\$2,51	1,488						\$0 25,000	\$1,886,488	\$1,856,488
otal Estimated Cost	\$3,73	9,272					\$6	25,000	\$3,114,272	\$3,036,272
										T
F				Sement by V				are) OOT Expense	ne)	\$3,114,2 \$3,036,2
L	stillated 10	tai Keilibui	sement by	VDOT to Loc	cality (Less	LUCAI SII	are and vi	OT Expense	15)	\$5,030,2
			NIO EI		Project Fin	ancing		V 800		
	ı	Sharing Match								Aggregate Allocations
Revenue Sharing State Match		9 636							1	
	\$1,86	0,000							J	\$3,739,272
State Match	\$1,86	.0,000	D.	ram and Pro	1 10 10		D			\$3,739,272

Revised: July 3, 2018

Authorized Locality Official and Date

Authorized VDOT Official and Date

Revised: July 3, 2018

Authorized Locality Official and Date

Authorized VDOT Official and Date

Data	
Date	

3/25/2019

								- 0.01	O/ LO TO
Project N		-002-R 7 0	UPC:	113183	CFDA # N/A	Locality:	Albemarle County		
Project Le	ocation ZIP+4: 22	901-1426	Locality DI	JNS# 066022047		Locality A	ddress (incl ZIP+4):		
						401 McIn	tire Road		
						Charlotte	sville, VA 22902-4596		
				Projec	t Narrative			OT WELL	THE RESERVE
Scope:	Scope: Sidewalk Improvements/Installation along Commonwealth Drive and Dominion Drive								
From:	Rte. 743 (Hydra	ulic Road)							
To:	Rte. 29								
Locality Pro	ject Manager Contact	info:	Jack Kelsey	434-872-4501	jkelsey@albemarle.	org			
Departmen	t Project Coordinator C	Contact Info:	Kim Came	ron 540-435-237	3 kim.cameron@vde	ot.virginia.g	OV		

Project Estimates							
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost			
Estimated Locality Project Expenses	\$528,673	\$1,112,056	\$1,595,407	\$3,236,136			
Estimated VDOT Project Expenses	\$16,351	\$34,394	\$49,343	\$100,088			
Estimated Total Project Costs	\$545,024	\$1,146,450	\$1,644,750	\$3,336,224			

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	\$545,024	Revenue Sharing	50%	\$272,512	\$272,512				
				\$0	\$0				
				\$0	\$0				
Total PE	\$545,024			\$272,512	\$272,512	\$256,161			
Right of Way & Utilities	\$1,146,450	Revenue Sharing	50%	\$573,225	\$573,225				
				\$0	\$0				
				\$0	\$0				
Total RW	\$1,146,450			\$573,225	\$573,225	\$538,831			
Construction	\$1,535,528	Revenue Sharing	50%	\$767,764	\$767,764				
	\$109,222	Local Funds	100%	\$109,222	\$0				
				\$0	\$0				
Total CN	\$1,644,750			\$876,986	\$767,764	\$718,421			
Total Estimated Cost	\$3,336,224			\$1,722,723	\$1,613,501	\$1,513,413			

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$1,613,501
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$1,513,413

Project Financing						
Revenue Sharing State Match	Revenue Sharing "Local Match	Local Funds				Aggregate Allocations
\$1,613,501	\$1,613,501	\$109,222				\$3,336,224

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality Shall complete project scoping on or before 12/20/2019.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$1,613,501,
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This project has Revenue Sharing Program allocations. Per §33,2-357 the project must progress in order to prevent these funds from being de-allocated,
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the six Year Improvement Program.
- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:
 - ☐ FY19 \$2,000,000 (\$1,000,000 locality match and \$1,000,000 VDOT match)
- ☐ FY20 \$1,227,002 (\$613,501 locality match and \$613,501 VDOT match)
- This project is part of a Programmatic Project Administrative Agreement for Revenue Sharing projects and is included on the Appendix B that is part of the agreement.
- This project was previously under an executed Programmatic Project Administration Agreement (PPAA) that expires on June 30, 2019. This Appendix A is part of a new PPAA that supercedes all previous versions 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 and Date		Authorized VDOT Official and Date
<u> </u>		
Typed or printed name of person signing	Revised: July 3, 2018	Typed or printed name of person signing

supercedes all previous versions by the Locality and VDOT.

nis attachment is certified and made an official attachment to this document by the parties to this agreement.									
	, [
Authorized Locality Official and Date		Authorized VDOT Official and Date							
		10							
Typed or printed name of person signing		Typed or printed name of person signing							

Appendi	x A						Date:	3/25/2019
Project N	Number: 0867-002-	R72 UPC:	113385	CFDA # N/A	Locality:	Albemarle County		
Project L	Location ZIP+4: 22932-	3177 Locality D	UNS# 066022047		Locality A	ddress (incl ZIP+4):		
					401 McIn	tire Road		
					Charlotte	sville, VA 22902-4596	i	
			Project Na	rrative		THE STRUCK OF THE RESERVE		
Scope:			Rte. 867) east to conne		(Rte. 1204) w	rith two roundabouts a	and then	continue
осоро.	east to Hilltop Street	(1014). Project would in	nclude pedestrian and l	oike facilities.				
From:	Library Avenue (Rte.	867)						
То:	Hilltop Street (Rte. 10)14)						
Locality Pr	roject Manager Contact info:	Jack Kelsey 434-87	'2-4501 jkelsey@all	bemarle.org				
Departme	nt Project Coordinator Contact	Info: Kim Came	eron 540-435-2373	kim.cameron@ve	dot.virginia.go	V		
			Project Est	imates				Jan Bar
		Preliminary Engineering	Right of Way and Utilities	Construction	To	otal Estimated Cost		
Fetimated	Locality Project Expenses	90	\$981.586	\$3.036.113		\$4 817 600		

Project Estimates					
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost	
Estimated Locality Project Expenses	\$0	\$881,586	\$3,936,113	\$4,817,699	
Estimated VDOT Project Expenses	\$20,000	\$27,266	\$121,735	\$169,001	
Estimated Total Project Costs	\$20,000	\$908,852	\$4,057,848	\$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	\$20,000	Revenue Sharing	50%	\$10,000	\$10,000	
				\$0	\$0	
				\$0	\$0	
Total PE	\$20,000			\$10,000	\$10,000	-\$10,000
Right of Way & Utilities	\$908,852	Revenue Sharing	50%	\$454,426	\$454,426	
				\$0	\$0	
				\$0	\$0	
Total RW	\$908,852			\$454,426	\$454,426	\$427,160
Construction	\$3,650,240	Revenue Sharing	50%	\$1,825,120	\$1,825,120	
	\$407,608	Local Funds	100%	\$407,608	\$0	
				\$0	\$0	
Total CN	\$4,057,848			\$2,232,728	\$1,825,120	\$1,703,385
Total Estimated Cost	\$4,986,700			\$2,697,154	\$2,289,546	\$2,120,545

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$2,289,546
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$2,120,545

Project Financing				
Revenue Sharing State Match	Revenue Sharing Local Match	Local Funds		Aggregate Allocations
\$2,289,546	\$2,289,546	\$407,608		\$4,986,700

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
 - and Revenue Sharing Program Guidelines.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality Shall complete project scoping on or before 12/19/2019.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$2,289,546.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This project has Revenue Sharing Program allocations. Per §33.2-357 the project must progress in order to prevent these funds from being de-allocated.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the six Year Improvement Program.
- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:

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

- □ FY19 \$1,446,192 (\$723,096 locality match and \$723,096 VDOT match)
- □ FY20 \$3,132,900 (\$1,566,450 locality match and \$1,566,450 VDOT
- This project is part of a Programmatic Project Administrative Agreement for Revenue Sharing projects and is included on the Appendix B that is part of the agreement.
- This project was previously under an executed Programmatic Project Administration Agreement (PPAA) that expires on June 30, 2019. This Appendix A is part of a new PPAA that supercedes all previous versions by the Locality and VDOT.

Authorized Locality Official and Date	Authorized VDOT Official and Date

Revised: July 3, 2018

APPENDIX B

Locality	County of Albemark	е	-
-	ogrammatic Agreement Date: atic Agreement Extended Date:		
-	ogram Coordinator: ram Coordinator		4-872-4501 jkelsey@albemarle.org 540-435-2373 kim.cameron@vdot.virginia.gov
UPC	Project #	Date of CTB Approval	Comments
104159	0000-002-R78, P101, R201, M501	6/19/2013	
104655	9999-002-R45, P101, R201, N501	6/19/2013	
105806	0250-002-R98, P101, R201, M501	6/18/2014	
113183	0852-002-R70, P101, R201, C501	6/20/2018	
113188	1217-002-R71, P101, R201, C501	6/20/2018	
113385	0867-002-R72, P101, R201, C501	6/20/2018	
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	-		
Authorizon	Locality Official	Date	=:
W.			
Authorized VDOT Official		Date	

page 1 of 1