

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

Project Number	UPC	Local Government
9999-104-R98	116905	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 Right-of-Way (ROW) no less than 90 days prior to the start of ROW and for Construction (CN) no less than 90 days prior to advertisement as shown in the 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 116905
- Appendix B - UPC 166905

## Appendix B

**Project Number: 9999-104-R98 (UPC 116905 ) Locality: Albemarle County**

<b>Project Scope</b>	
<b>Work Description:</b>	<b>Design and construct connector road from Berkmar Road Extended to Airport Road.</b>
<b>From:</b>	<b>Rte. 1721 – Timberwood Blvd</b>
<b>To:</b>	<b>Rte. 649 – Airport Road</b>
Locality Project Manager Contact Info: Kevin McDermott <a href="mailto:kmcdermott@albemarle.org">kmcdermott@albemarle.org</a> 434-296-5841	
Department Project Coordinator Contact Info: Michael Jacobs <a href="mailto:mike.jacobs@vdot.virginia.gov">mike.jacobs@vdot.virginia.gov</a> 540-829-7502	

<b>Detailed Scope of Services</b>
<p>Design and construct 0.41 miles of new roadway from intersection Rte. 1721 (Timberwood Blvd.) and Berkmar Road Extended to intersection of Innovation Drive and Rte. 649 (Airport Road). The proposed project will consist of 2 travel lanes (and turn lanes) with sidewalk and bicycle facilities. Typical section will include curb and gutter with drainage system and will address stormwater management. Acquisition of right way will be required and utilities relocated to accommodate the proposed construction.</p>

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: 3/18/2021

Project Number: 9999-002-R98 UPC: 116905 CFDA# N/A Locality: Albemarle County

Project Location ZIP+4: 22911-5616	Locality DUNS #066022047	Locality Address (incl ZIP+4): 401 McIntire Road Charlottesville, VA 22902-4501
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**Project Narrative**

Work Description	New Roadway with bicycle and pedestrian accommodations to continue Berkmar Dr to Airport Rd where a roundabout will be constructed to connect to Innovation Dr/Lewis and Clark Drive.		
From:	Rte. 1721 (Timberwood Blvd)		
To:	Rte. 649 (Airport Road)		
Locality Project Manager Contact info:	Kevin McDermott	kmcdermott@albemarle.org	434-296-5841
Department Project Manager Contact Info:	Michael Jacobs	mike.jacobs@vdot.virginia.gov	540-829-7502

**Project Estimates**

Phase	Estimated Project Costs	Estimated Start Date (month/day/year)	Estimated End Date (month/day/year)	Total Number of Months per Phase
Preliminary Engineering	\$946,120			
Right of Way & Utilities	\$1,811,580			
Construction	\$8,338,500			
<b>Total Estimated Cost</b>	<b>\$11,096,200</b>			

**Project Cost**

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$946,120	State Funds	0%	\$0
				\$0
<b>Total PE</b>	<b>\$946,120</b>			<b>\$0</b>
Right of Way & Utilities	\$1,342,106	State Funds	0%	\$0
	\$469,474	Revenue Sharing	50%	\$234,737
				\$0
<b>Total RW</b>	<b>\$1,811,580</b>			<b>\$234,737</b>
Construction	\$6,898,690	Revenue Sharing	50%	\$3,449,345
	\$1,439,810	Local Funds	100%	\$1,439,810
				\$0
<b>Total CN</b>	<b>\$8,338,500</b>			<b>\$4,889,155</b>
<b>Total Estimated Cost</b>	<b>\$11,096,200</b>			<b>\$5,123,892</b>

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

\$5,123,892

**Project Financing**

Revenue Sharing State Match	Revenue Sharing Local Match	State Funds	Local Funds	Aggregate Allocations
\$3,684,082	\$3,684,082	\$2,288,226	\$1,439,810	\$11,096,200

**Payment Schedule**

FY 2024	FY 2025
\$234,737	\$4,889,155

**Program and Project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for any additional funding in excess of \$5,972,308.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY \$0 for this project as of March 10, 2021.
- VDOT has received \$0 from the LOCALITY for this project as of March 10, 2021.
- **The locality will be billed their estimated locality RW phase share cost of \$234,737 after the project scoping phase is complete for the estimated RW costs.**
- **The locality will be billed their estimated locality CN phase share cost of \$4,889,155 (RS Local \$3,449,345 + \$1,439,810 Local Funds) prior to advertisement for the estimated CN costs.**

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

Typed or printed name of person signing

Typed or printed name of person signing