

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

Project Number	UPC	Local Government
0015-156-325	121848	Town of Warrenton
0015-156-326	121849	
0015-156-327	121850	

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the TOWN OF WARRENTON, 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 required to construct certain improvements within the Locality as described in Appendix C (the “Project”) and has agreed to fully or partially fund the Project as set forth in this Agreement; and

WHEREAS, the funds as shown in Appendix A have all been allocated to pay the costs of the Project; and

WHEREAS, the Parties have concurred with administering the Project in accordance with the program specific requirements shown in Appendix B, based on the allocated funding for the Project as shown in the Appendix A; and

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

WHEREAS, the Parties have concurred in the DEPARTMENT's administration of the Project identified in this Agreement, including Appendices A, B, and C, and 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 has demonstrated the LOCALITY'S commitment to providing local funding for the Project.

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

- A. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section A.
- B. The DEPARTMENT shall:

1. Complete the work of the Project as identified in Appendix C, advancing such diligently as all weather, local, and other conditions reasonably permit, and in conformance to the schedule established by the Parties, which schedule shall be adjusted as needed to address impacts to the performance of the work beyond the control of the DEPARTMENT.
 2. Perform or have performed, and remit all payments for, all preliminary engineering (PE), right-of-way acquisition (Right of Way), construction, contract administration, and inspection services activities for the Project as required.
 3. Provide the LOCALITY a payment schedule for the LOCALITY's share of estimated Project costs for PE, Right of Way, and construction, in accordance with the tabulation provided in Appendix A.
 4. Remit invoices to the LOCALITY for sums owed by LOCALITY to the DEPARTMENT in accordance with the amounts and schedule set forth in Appendix A.
 5. Provide the LOCALITY with a summary of Project expenditures.
 6. 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 activities associated with those unanticipated circumstances.
 7. Upon completion of the Project, reconcile LOCALITY payments (based on LOCALITY's estimated share of costs) against actual Project costs allocable to the LOCALITY, and reimburse the LOCALITY for any overpayments by the LOCALITY or remit an invoice to LOCALITY for any underpayment or amounts still owed by the LOCALITY.
- C. The LOCALITY shall:
1. Remit payments to the DEPARTMENT in accordance with the amounts and schedule provided in Appendix A, or within 30 days of receipt of an invoice issued by the DEPARTMENT, as applicable.
- D. 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. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the

cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.

- E. 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 capacity 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.
- F. 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.
- G. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- H. Should the project be cancelled due to action or inaction by the LOCALITY, the LOCALITY shall be responsible for reimbursement of all funds in accordance with § 33.2-214 of the Code of Virginia (1950), as amended. The LOCALITY will also be responsible for any costs associated with claims and liabilities associated with the early termination of any construction contract(s) or improvement(s) issued pursuant to this Agreement and shall promptly reimburse the DEPARTMENT for all costs incurred or expended by it in connection with the Project.
- I. This Agreement may be terminated by either Party upon 60 days advance written notice to the other Party. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT within 60 days subject to the limitations established in this Agreement.

- J. 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.
- K. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors and assigns.
- L. THIS AGREEMENT may be modified in writing only upon mutual agreement of the Parties.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, 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.

TOWN OF WARRENTON, VIRGINIA:

Signature _____ Date _____

Title _____

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:

Signature _____ Date _____

Chief of Policy, Commonwealth of Virginia, Department of Transportation

- Attachments**
Appendix A
Appendix B
Appendix C

Appendix A - VDOT Administered

Revision:

Prepared Date: **8/22/2022**

Project Details

UPC: **121848** State Project #: **0015-156-325** CFDA #: **20.205** Locality UEI #: **CV82QQPKJWJ9**
Locality: **Warrenton** Address: **21 Main St., Warrenton, VA 20186-3419**
Work Description: **#SGR23LP - RTE 15 NB Business SGR Paving from MP 0.733 BUS US-15N to MP 1.548 BUS US-15N.** Project Location (Zip +4): **20186-3716**

Project Points of Contact

Locality Project Manager		VDOT Project Manager	
Name:	Paul Bernard	Name:	Jessica Coffey
Phone:	540-347-1011	Phone:	540-829-7464
Email:	pbernard@warrentonva.gov	Email:	Coffey@vdot.virginia.gov

Project Financing			
Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
SGR	\$342,868	0%	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Funding Totals	\$342,868		\$0

Project Estimate	
Phase	Cost
Preliminary Engineering	\$ -
Right of Way and Utilities	\$ -
Construction	\$ 342,868
Total Estimate	\$ 342,868

Note - The funds order is not indicative of the actual spend order of funds on the project.

Payment Schedule				
FY	FY	FY	FY	Total Payment
				\$ -

Payment Terms

No LOCALITY payment anticipated based on current estimate and funding

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

_____ Authorized Locality Official	_____ Date	_____ Authorized VDOT Official	_____ Date
_____ Printed Name of Locality Official		_____ Printed Name of VDOT Official	
_____ Title of Locality Official		_____ Title of VDOT Official	

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Appendix A - VDOT Administered

Revision:

Prepared Date: **8/22/2022**

Project Details			
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UPC: 121849 State Project #: 0015-156-326 CFDA #: 20.205 Locality UEI #: CV82QQPKJWJ9

Locality: Warrenton Address: 21 Main St., Warrenton, VA 20186-3419

Work Description: <u>#SGR23LP - RTE 15 NB Business SGR Paving from MP 3.19 BUS US-15N to MP 3.78 BUS US-15N.</u>	Project Location (Zip +4)	20186-2600
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Project Points of Contact	
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Locality Project Manager
 Name: Paul Bernard
 Phone: 540-347-1011
 Email: pbernard@warrentonva.gov

VDOT Project Manager
 Name: Jessica Coffey
 Phone: 540-829-7464
 Email: Coffey@vdot.virginia.gov

Project Financing			
Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
SGR	\$273,586	0%	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Funding Totals	\$273,586		\$0

Project Estimate	
Phase	Cost
Preliminary Engineering	\$ -
Right of Way and Utilities	\$ -
Construction	\$ 273,586
Total Estimate	\$ 273,586

Note - The funds order is not indicative of the actual spend order of funds on the project.

Payment Schedule				
FY	FY	FY	FY	Total Payment
				\$ -

Payment Terms
No LOCALITY payment anticipated based on current estimate and funding

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

 Authorized Locality Official Date

 Printed Name of Locality Official

 Title of Locality Official

 Authorized VDOT Official Date

 Printed Name of VDOT Official

 Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

VDOT Administered Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0015-156-325	121848	Town of Warrenton
0015-156-326	121849	
0015-156-327	121850	

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board’s (CTB’s) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT’s applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB’s most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB’s *Policy for Implementation of a Project Prioritization Process*, 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.

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 the localities within the 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.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT’s most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY 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 State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, 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 annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB’s *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT’s *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY 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 State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB’s State of Good Repair Program Prioritization Process Methodology, 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 annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT’s most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT’s most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT’s most current *Recreational Access Program Guide*.

Authorized Locality Official Signature and Date

Printed Name of Locality Official

VDOT Administered Projects
Appendix C – Detailed Scope of Services

Project Number	UPC	Local Government
0015-156-325	121848	TOWN OF WARRENTON
0015-156-326	121849	
0015-156-327	121850	

Detailed Project Scope of Services
<p>Scope of Services for the SGR Paving Project herein agreed upon include:</p> <ul style="list-style-type: none"> - Development and Compilation of final plans, specifications and estimate into a bid proposal package, as necessary - Complete necessary work to ensure ADA compliance - Bid proposal biddability review - Administration and advertisement of proposal - Administration of bidder questions - Receipt of bids - Administration of Contract award - Administration and oversight of construction - Construction engineering services - Construction project close-out

Authorized Locality Official Signature and Date

Authorized VDOT Official Signature and Date

Printed Name of Locality Official

Printed Name of VDOT Official

Title of Locality Official

Title of VDOT Official