

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
ARRA - 0060-047-598, P101, C501	94542	James City County

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the **COUNTY** of **JAMES CITY**, Virginia, hereinafter referred to as the **LOCALITY** and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the **DEPARTMENT**.

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 each Project; and

WHEREAS, the **LOCALITY** will progress with the development of each Project so that any federal funds allocated to each Project may be obligated within three years of allocation to each Project in accordance with the current Statewide Transportation Improvement Program, unless otherwise specified in writing by the Department; 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 law 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. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the **DEPARTMENT**.
  - b. Receive prior written authorization from the **DEPARTMENT** to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

- c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Maintain accurate and complete records of each Project's development and documentation 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 no less than three (3) years following acceptance of the final voucher on each Project.
- e. 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 an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- f. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- g. On Projects that the LOCALITY is providing the required match to state or federal 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.
- h. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- i. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, or local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- 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.
    - l. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
  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 and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
    - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.e, 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 federal and state 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 33.1-94 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 appropriated. 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 costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. 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.e, 1.f, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal 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, unless otherwise mutually agreed upon in writing.

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 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 JAMES CITY, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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:**

\_\_\_\_\_  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A – UPC 94542 (ARRA)

**APPENDIX A**

**Project Number:** (ARRA) 0060-047-598, P101, C501  
**UPC:** 94542

**Locality:** County of James City

<b>Project Narrative</b>	
<b>Scope:</b>	Restoration & Rehab to include Shoulder and Drainage Improvements; Spot Improvements along Route 60 (Pocahontas Trail) in the approximate vicinity of 8702 Pocahontas Trail. (ARRA-MPO)
<b>From:</b>	8702 Pocahontas Trail
<b>To:</b>	Grove Heights Avenue
Locality Project Manager Contact Info: Steven Hicks @ 757-253-6674; email: <a href="mailto:steven.hicks@james-city.va.us">steven.hicks@james-city.va.us</a>	
Department Project Coordinator Contact Info: Carolyn S. Daliege @ 757-253-4832; email: <a href="mailto:Carolyn.Daliege@VDOT.virginia.gov">Carolyn.Daliege@VDOT.virginia.gov</a>	

<b>Project Costs and Reimbursement</b>				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$75,000	\$75,000	\$7,500	\$67,500
Right-of-Way & Utilities				
Construction	\$443,394	\$443,394	\$40,000	\$403,394
<b>Total Estimated Cost</b>	<b>\$518,394</b>	<b>\$518,394</b>	<b>\$47,500</b>	<b>\$470,894</b>

<b>Total Maximum Reimbursement by Locality to VDOT</b>	
<b>Total Maximum Reimbursement by VDOT to Locality</b>	\$518,394

<b>Project Financing</b>				
A	B	C	D	E
ARRA	<fund source B>	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
\$518,394				\$518,394

<b>Program and Project Specific Funding Requirements</b>
<ul style="list-style-type: none"> <li>• This project shall be administered in accordance with VDOT’s Locally Administered Projects Manual.</li> <li>• This Project is funded in whole or in part with ARRA (stimulus) funds. Compliance with the reporting requirements of ARRA sections 902 and 1515(a) in the manner prescribed by the Department is mandatory. The Locality also agrees to include the special contract provision, provided by VDOT, in any contract agreement for ARRA projects.</li> <li>• Pursuant to the certification requirements of the ARRA, James City County is cognizant of the timeline for expenditure of these funds and is committed to satisfying all state and federal requirements necessary to fully obligate these funds by March 2, 2010 and complete the project phase(s) supported in whole or part with ARRA funding by February 2012.</li> <li>• This is a limited fund source project, James City County shall be responsible for any costs in excess of \$518,394</li> </ul>

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

\_\_\_\_\_  
 Authorized Locality Official and date  
 \_\_\_\_\_  
 \_ Typed or printed name of person signing

\_\_\_\_\_  
 Residency Administrator’s/Urban Program Manager’s  
 Recommendation and date  
 \_\_\_\_\_  
 Typed or printed name of person signing