

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

SPOTSYLVANIA COUNTY  
PROJECT NUMBER 0001-088-709 UPC 110914

THIS AGREEMENT, made and executed in triplicate on this the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, between the COMMONWEALTH OF  
VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred  
to as the "DEPARTMENT" and the COUNTY OF SPOTSYLVANIA,  
hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY 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 COUNTY to finance the project; and

WHEREAS, the COUNTY 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 County'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 COUNTY to enter into this Agreement;

NOW THEREFORE, in consideration of the promises 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 COUNTY for charges of actual DEPARTMENT cost.
  4. Notify the COUNTY 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 COUNTY prior to performing those activities.
  5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY 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 COUNTY and modification of this Agreement.
- C. Funding by the COUNTY 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 County 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

County 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 county 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 COUNTY, the COUNTY 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 COUNTY 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 as of the day, month, and year first herein written.

**COUNTY OF SPOTSYLVANIA, VIRGINIA:**

_____	_____
	Date
_____	_____
Typed or Printed Name of Signatory	Date
_____	_____
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:**

_____	_____
Chief of Policy	Date
Commonwealth of Virginia	
Department of Transportation	
_____	_____
Signature of Witness	Date

## VDOT Administered, Locally Funded Appendix A

Date: 6/28/2017

Project Number: 0001-088-709 UPC: 110914 CFDA# 20.205 Locality: Spotsylvania County

Project Location ZIP+4: 22553-1902	Locality DUNS#: 081062945	Locality Address (incl ZIP+4): 9104 Courthouse Road Spotsylvania, VA 22553-1902
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## Project Narrative

Scope: #SMART18 - I-95 EXIT 126, RTE. 1 SB ONTO SOUTHPPOINT PARKWAY

From: I-95 SB Ramp

To: Southpoint Parkway

Locality Project Manager Contact info: : Doug Morgan (540) 507-7437 - dmorgan@spotsylvania.va.us

Department Project Coordinator Contact Info: Curtis Holloway (540) 374-3367 - curtis.holloway@vdot.virginia.gov

## Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$ 1,750,000.00
Right of Way & Utilities	\$ 1,845,000.00
Construction	\$ 10,900,000.00
Total Estimated Cost	\$14,495,000
Estimate for Current Billing	\$1,750,000

## Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,750,000	Local Funds	100.00%	\$1,750,000
Total PE				\$1,750,000
Right of Way & Utilities	\$1,845,000	Other	0.00%	\$0
Total RW				\$0
Construction	\$10,900,000	Other	0.00%	\$0
Total CN				\$0
Total Estimated Cost	\$14,495,000			\$1,750,000

## Total Maximum Reimbursement / Payment by Locality to VDOT

\$1,750,000

## Project Financing

Local Funds	Other - DGP				Aggregate Allocations
\$1,750,000	\$12,745,000	\$0	\$0	\$0	\$14,495,000

## Payment Schedule

At PE Phase (FY 2018)			
\$1,750,000			

## Program and project Specific Funding Requirements

- The locality will be billed the locality share above beginning at the project scoping phase for the estimated PE costs.
- All local funds included on this Appendix A have been formally committed by the local government's board or council resolution.
- This Appendix A supersedes any previously listed funding schedule.
- VDOT has billed \$0.00 (dollar amount) the locality for this project as of 6/28/2017
- VDOT has received \$0.00 (dollar amount) from the locality for this project as of 6/28/2017
- The locality shall make equal payments to VDOT as follow: \$1,750,000 over 1 months.

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

## Appendix B

**Project Number: UPC 110914**

**Locality: Spotsylvania County**

Project Scope	
<b>Work Description:</b>	<b>I-95 Exit 126, Route 1 SB onto Southpoint Parkway</b>
<b>From:</b>	<b>I-95 SB Ramp</b>
<b>To:</b>	<b>Southpoint Parkway</b>
Locality Project Manager Contact Info: Department Project Coordinator Contact Info: Curtis Holloway (Curtis.Holloway@vdot.virginia.gov)	

Detailed Scope of Services
<p>The purpose of this project is I-95 Exit 126 and Route 1 widening, including turn lanes onto Southpoint Parkway and widening of Southpoint Parkway.</p> <p>VDOT will perform project administration, development and delivery for the PE, RW and CN phases of this project. VDOT will ensure project development and delivery will proceed in accordance with all applicable federal, state and local guidelines pertaining to each project. VDOT will make regular reports to the County's staff regarding updates to scope, design, estimate, schedule, allocations, and/or any other pertinent information regarding development or delivery of this project.</p>

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

\_\_\_\_\_  
Authorized Locality Official and date

\_\_\_\_\_  
Residency Administrator/PE Manager/District Construction Engineer  
Recommendation and date

\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Typed or printed name of person signing