

**PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT**  
**Revenue Sharing Projects**

THIS AGREEMENT, made and executed in triplicate this 14<sup>th</sup> day of JULY, 2013, by and between the Town of Vienna, 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 §33.1-23.05 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 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 33.1-44 or Section 33.1-70.01 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 33.1-94 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.

**TOWN OF VIENNA, VIRGINIA:**



Mercury T. Payton  
Typed or printed name of signatory

Town Manager  
Title

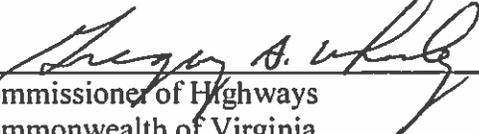
7/2/13  
Date

  
Signature of Witness

7/2/13  
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:**

  
Commissioner of Highways  
Commonwealth of Virginia  
Department of Transportation

7/19/13  
Date

  
Signature of Witness

7/19/13  
Date

**Attachments**

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

Project Number: **U000-153-R85** UPC: **104235** Locality: **Town of Vienna**  
 Project Location ZIP+4: **22180-5799** Locality DUNS# **140053674** Locality Address (incl ZIP+4): **127 Center Street South, Vienna, VA, 22180-5799**

**Project Narrative**  
 Scope: **Construct Sidewalks**  
 From: **Citywide**  
 To: **Citywide**  
 Locality Project Manager Contact info: **Dennis Johnson 703-255-6386** **djohnson@viennava.gov**  
 Department Project Coordinator Contact Info: **Nassre Obeed 703-259-1723** **nassre\_obeed@vdot.virginia.gov**

| Project Estimates                   |                         |                            |              |                      |
|-------------------------------------|-------------------------|----------------------------|--------------|----------------------|
|                                     | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
| Estimated Locality Project Expenses | \$48,000                | \$0                        | \$945,000    | \$993,000            |
| Estimated VDOT Project Expenses     | \$2,000                 |                            | \$5,000      | \$7,000              |
| Estimated Total Project Costs       | \$50,000                |                            | \$950,000    | \$1,000,000          |

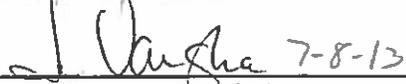
| Project Cost and Reimbursement |                         |   |                                      |                    |   |  |
|--------------------------------|-------------------------|---|--------------------------------------|--------------------|---|--|
| Phase                          | Estimated Project Costs | Funds type<br>(Choose from drop down box) | Local % Participation for Funds Type | Local Share Amount | Maximum Reimbursement<br>(Estimated Cost - Local Share) | Estimated Reimbursement to Locality<br>(Max. Reimbursement - Est. VDOT Expenses) |
| Preliminary Engineering        | \$50,000                | Revenue Sharing                           | 50%                                  | \$25,000           | \$25,000  |  |
|                                |                         |   |                                      | \$0                | \$0   |  |
| <b>Total PE</b>                | <b>\$50,000</b>         |   |                                      | <b>\$25,000</b>    | <b>\$25,000</b>   |  |
| Right of Way & Utilities       |                         |   | 0%                                   | \$0                | \$0   |  |
|                                |                         |   |                                      | \$0                | \$0   |  |
| <b>Total RW</b>                | <b>\$0</b>              |   |                                      | <b>\$0</b>         | <b>\$0</b>  |  |
| Construction                   | \$950,000               | Revenue Sharing                           | 50%                                  | \$475,000          | \$475,000   |  |
|                                |                         |   | 0%                                   | \$0                | \$0   |  |
| <b>Total CN</b>                | <b>\$950,000</b>        |   |                                      | <b>\$475,000</b>   | <b>\$475,000</b>  |  |
| <b>Total Estimated Cost</b>    | <b>\$1,000,000</b>      |   |                                      | <b>\$500,000</b>   | <b>\$500,000</b>  | <b>\$493,000</b>   |

|   |                  |
|---|------------------|
| <b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>                     | <b>\$500,000</b> |
| <b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b> | <b>\$493,000</b> |

| Project Financing           |                             |  |  |  |                                     |
|-----------------------------|-----------------------------|--|--|--|-------------------------------------|
| Revenue Sharing State Match | Revenue Sharing Local Match |  |  |  | Aggregate Allocations (A+B+C+D+E+F) |
| \$500,000                   | \$500,000                   |  |  |  | \$1,000,000                         |

- Program and project specific Funding Requirements**
- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
  - The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
  - This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
  - The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
  - This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$500,000 (if applicable)
  - Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
  - In accordance with §33 1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by June 30, 2014 the project may be subject to deallocation.
  - Revenue Sharing Funds above consist of the following Fiscal Years:
    - FY 14 - \$1,000,000 (\$500,000 state match, \$500,000 local match)
  - Total project allocations: \$1,000,000**
- Funds are not available until July 1 of the fiscal year in which they are allocated.

  
 Authorized Locality Official and Date  
 Mercury T. Payton  
 Typed or printed name of person signing

  
 Authorized VDOT Official  
 Recommendation and Date  
 Jan Vaughan  
 Typed or printed name of person signing

Project Number: **U000-153-R91** UPC: **104433** Locality: **Town of Vienna**

Project Location ZIP+4: \_\_\_\_\_ Locality DUNS# **140053674** Locality Address (incl ZIP+4): **127 Center Street South, Vienna, VA, 22180-5799**

**Project Narrative**

Scope: **Echols Street SE Resurfacing**

From: **Branch Street**

To: **Follin Lane**

Locality Project Manager Contact info: **Dennis Johnson 703-255-6386 djohnson@viennava.gov**

Department Project Coordinator Contact Info: **Nassre Obeed 703-259-1723 nassre.obeed@vdot.virginia.gov**

| Project Estimates                   |                         |                            |              |                      |
|-------------------------------------|-------------------------|----------------------------|--------------|----------------------|
|                                     | Preliminary Engineering | Right of Way and Utilities | Construction | Total Estimated Cost |
| Estimated Locality Project Expenses | \$0                     | \$0                        | \$198,000    | \$198,000            |
| Estimated VDOT Project Expenses     | \$0                     | \$0                        | \$2,000      | \$2,000              |
| Estimated Total Project Costs       | \$0                     | \$0                        | \$200,000    | \$200,000            |

| Project Cost and Reimbursement |                         |   |   |                    |  |   |
|--------------------------------|-------------------------|---|---|--------------------|--|---|
| Phase                          | Estimated Project Costs | Funds type<br>(Choose from drop down box) | Local % Participation for<br>Funds Type | Local Share Amount | Maximum Reimbursement<br>(Estimated Cost - Local<br>Share) | Estimated Reimbursement to<br>Locality<br>(Max. Reimbursement - Est<br>VDOT Expenses) |
| Preliminary Engineering        |                         |   | 0%                                      | \$0                | \$0  |   |
| <b>Total PE</b>                | <b>\$0</b>              |   |   | <b>\$0</b>         | <b>\$0</b>   |   |
| Right of Way & Utilities       |                         |   | 0%                                      | \$0                | \$0  |   |
| <b>Total RW</b>                | <b>\$0</b>              |   |   | <b>\$0</b>         | <b>\$0</b>   |   |
| Construction                   | \$179,524               | Revenue Sharing                           | 50%                                     | \$89,762           | \$89,762   |   |
|                                | \$20,476                | Local Funds                               | 100%                                    | \$20,476           | \$0  |   |
| <b>Total CN</b>                | <b>\$200,000</b>        |   |   | <b>\$110,238</b>   | <b>\$89,762</b>  |   |
| <b>Total Estimated Cost</b>    | <b>\$200,000</b>        |   |   | <b>\$110,238</b>   | <b>\$89,762</b>  | <b>\$87,762</b>   |

|   |                 |
|---|-----------------|
| <b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>                     | <b>\$89,762</b> |
| <b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b> | <b>\$87,762</b> |

| Project Financing              |                                |                     |  |  |  |
|--------------------------------|--------------------------------|---------------------|--|--|--|
| Revenue Sharing State<br>Match | Revenue Sharing State<br>Match | Local Funds at 100% |  |  | Aggregate Allocations<br>(A+B+C+D+E+F) |
| \$89,762                       | \$89,762                       | \$20,476            |  |  | \$200,000                              |

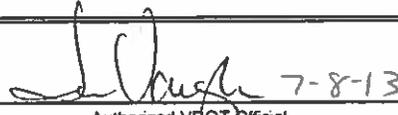
**Program and project specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$89,762 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by June 30, 2014 the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 14 - \$179,524 (\$89,762 state match, \$89,762 local match)
- Total project allocations: \$200,000**

Funds are not available until July 1 of the fiscal year in which they are allocated.

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

Mercury T. Payment  
 \_\_\_\_\_  
 Typed or printed name of person signing

 7-8-13  
 \_\_\_\_\_  
 Authorized VDOT Official  
 Recommendation and Date

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

