

## PROJECT ADMINISTRATION AGREEMENT

### BETWEEN FAIRFAX COUNTY and the TOWN OF VIENNA

For the land acquisition, utility relocation, and construction of pedestrian enhancement improvements on Old Courthouse Road in the Town of Vienna, Virginia and the County of Fairfax, Virginia.

THIS AGREEMENT, made and executed in duplicate on this the 31 day of JANUARY, 2018, ("Effective Date") between the COUNTY OF FAIRFAX, VIRGINIA (the "County"), and the TOWN OF VIENNA, VIRGINIA (the "Town"), collectively referred to as "Parties".

#### WITNESSETH:

WHEREAS, the County's Transportation Priorities Plan, approved on January 28, 2014, includes funding for the design, construction, and implementation of pedestrian enhancement improvements on Old Courthouse Road, located in the County, and the Town; and

WHEREAS, the County and the Town entered into an agreement on August 3, 2015, for the preliminary engineering and design of pedestrian enhancement improvements on Old Courthouse Road in the County, and the Town; and

WHEREAS, the County and Town have agreed that the Town will perform, or will engage third parties to perform, the implementation of the pedestrian enhancement improvements on Old Courthouse Road, including but not limited to, administration, land acquisition, utility relocation, and construction,) (the "Project"), substantially in accordance with the design dated September 10, 2018 shown in Appendix A ("Project Scope and Budget); and

WHEREAS, the Parties have agreed that the Town's construction Contractor and Construction Manager will coordinate with both Town and County staffs for the construction of the Project; and

WHEREAS, the Parties have agreed that the Town's Construction Manager will, on behalf of the County, monitor the Contractor, construction schedule and process as more fully described below; and

WHEREAS, the County and the Town enter into this Agreement to set forth their respective obligations regarding the Project; and

WHEREAS, funds in the amount of \$1,732,838 shown in Appendix A have been allocated by the County to finance the Project and constitute the maximum amount the County will contribute to the Project ("County Contribution"); and

WHEREAS, the location of the pedestrian enhancement improvements is on Old Courthouse Road, running along Old Courthouse Road from County Parcel # 0293-01-0028 and continuing south-west to Town parcels numbered 0293-06-0031, 0293-06-0032, 0293-06-0033, 0293-06-0034, 0293-06-0035, 0293-06-0057, 0293-06-058A, 0293-06-0059, and 0293-06-0049, which is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 29-3, and is described on the final design dated September 10, 2018 in the Project Scope and Budget; and

WHEREAS, the Fairfax County Water Authority ("Fairfax Water") has reviewed and agreed to the location of the trail on its property as shown in the Project Scope and Budget; and

WHEREAS, the County's and Town's governing bodies have, by resolutions, which are attached hereto as Appendices B and C, respectively, authorized their respective designees to execute this Agreement; and

WHEREAS, Section 15.2-1108 and Section 15.2-1202 of the Code of Virginia authorizes both the County and the Town 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 Town shall:

1. Complete the work identified in Appendix A. All work shall be completed in accordance to scheduled construction activities established by the Parties, and all applicable federal, state, and local laws and regulations, including the Virginia Public Procurement Act. The Town shall be the executing agency for all contracts, purchase orders and other agreements as it relates to land acquisition within the Town and as stipulated in final design plans, utilities, and construction and construction of the Project.
2. Prepare and execute all aspects of the PROJECT for the portion of the PROJECT located within the County in accordance with all applicable standards of the Virginia Department of Transportation (VDOT), Fairfax Water, and the County.

3. Work with the County and Fairfax Water in good faith to resolve any feasibility issues that may develop.
4. Provide a quarterly summary of progress and project expenditures to the County in addition to, as needed, meetings with the designated County project manager, and as may be necessary Fairfax Water's representative, to discuss Project issues and progress. The County reserves the right to request that the Town provide to the County additional information and/or documentation to substantiate the quarterly summary.
5. Obtain County approval before modifying the design of the PROJECT as described in Appendix A. Prior to approval for such modification, or if the Town's proposed modification affects that portion of the Project on Fairfax Water property, the County will consult with Fairfax Water, and work with the Town on obtaining any required approvals as appropriate. The Town understands that if the Town takes any step to construct or implement change that, in the County's sole discretion, significantly deviates from the final design described in Appendix A, the County may withdraw from the Project and notify the Town of its decision. Within 30 days after the County's notification, the Town shall reimburse to the County all monies provided to the Project by the County.
6. Commence with the bidding, award, and administration of the construction contract for the Project following the Parties' agreement that the design phase has concluded.
7. Provide the County with 30 days' prior notice of its intent to enter into a contract for the construction of the Project.
8. Provide the following services during the construction phase of the Project and all activities associated the tasks set forth in Appendix A: project management, budgetary controls, any further preliminary engineering, survey and field engineering, acquisition of land, utilities relocation, construction, contract administration, and inspection activities for the Project as required, including VDOT review and acceptance of the construction, as required.
9. Provide monthly updates to the County on Project status, and include milestones, if applicable, for the County's review and comment. Such milestones shall be within the Town's discretion, but shall not be less than at 15, 50 and 90-percent completion of the construction phase.

10. Perform, or engage third parties to perform, and remit all payments for all work associated with the Project, to include administration costs and inspection services and activities for the Project as required.
11. Be permitted to include work beyond the scope of the Project, provided that none of the County Contribution is used for any work outside of the agreed scope of the Project.
12. Be responsible for all Project cost overruns that exceed the County Contribution of \$1,732,838 for the Project. The Town, in its sole discretion, may expend more than the County Contribution for the Project, but the Town is responsible for all expenses above the County Contribution for the Project, whether such additional expenses are the result of cost overruns or Town enhancements or modifications.
13. Prior to incurring any amount in excess of the County Contribution, notify the County of additional Project expenses, whether resulting from unanticipated circumstances or other causes, and provide the County with detailed estimates of the additional costs.
14. Return any unexpended portion of the County Contribution to the County no later than 90 days after the Project has been completed and final expenses have been paid in full.
15. Retain all invoices and all records of payments for any and all materials and services rendered for the Project, and any related expenses for completion of the Project, and provide copies of any such invoices and records of payments to the County within three business days after such request.
16. Submit monthly summaries as referenced in Section A, Paragraph 9. Failure to submit a monthly summary for three consecutive months shall constitute the Town's abandonment of its obligations under this Agreement. Upon notification by the County to the Town of such abandonment, the Town will immediately return any amount of the County Contribution not expended in accordance with this Agreement and, within 14 days of such abandonment or cessation, transmit all invoices and records of payments related to the Project to the County.
17. Provide maintenance of the Project facility upon its completion on parcels within Town limits. These parcels include: 0293-06-0031, 0293-06-0032, 0293-06-0033, 0293-06-0034, 0293-06-0035, 0293-06-0057, 0293-06-058A, 0293-06-0059, and 0293-06-0049, which is more

specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 29-3.

18. Ensure that all contracts with contractors:

- i. Require the contractor to indemnify and hold harmless the County for claims arising out of or related to such contract;
- ii. Require the contractor to maintain commercial insurance at levels appropriate to the Project but not less than \$1,000,000 per occurrence for Commercial General Liability, \$1,000,000 for Commercial Automobile Liability, and \$1,000,000 per claim for Professional Liability where appropriate; and
- iii. List the County as an additional insured on commercial general and automobile liability insurance policies covering any portion of the Project.

19. For construction of the County Portions, the Town will, through its staff, its Contractor and its Construction Manager, provide the following:

- i. Hold a preconstruction meeting to include the Parties, contractor, and Construction Manager and the County, as appropriate.
- ii. Review and approve all submittals, Requests for Information (RFIs), proposed change orders and/or any contract amendments, in coordination with County staff for approval.
- iii. Schedule all inspections in coordination with County staff.
- iv. Coordinate issuance of the Certificate of Completion and Project Acceptance with County staff.
- v. Provide a summary of expenses to the County on a quarterly basis for costs of construction, construction management, inspections, and staff time to provide services stated in this Agreement. The Town will include, with its expense summaries, copies of any invoices from the Contractor and Construction Manager and a statement of Town staff time incurred including tasks that were performed.
- vi. Bill Town staff time at the same rate as the Town's Construction Division's time is billed to other departments in the Town.
- vii. If the construction bid results in higher costs than previously estimated for the project based on final design as shown in Appendix A, the overall

Project budget shall be discussed with and agreed to by the County prior to authorization of any additional County funds.

- viii. Track expenses to be sure that all work can be completed for the amounts in the Project Scope and Budget as set forth in Appendix A. If the Town determines that work is needed for which the billing exceeds the amount in Appendix A, it will provide acceptable prior notice to the County and will not proceed with such work until so directed in writing by the County.

B. The County shall:

1. Provide to the Town for the Project in accordance with this Agreement the cost of the Project outlined in Appendix A.
2. Review plans and cost estimates and provide comments to the Town within 30 days after the receipt of the plans and cost estimates.
3. Fifteen days prior to the Town's letting of the construction contract for the Project, remit the County Contribution to the Town.
4. Participate in monthly, or as needed, meetings with the designated Town project manager, and/or the Fairfax Water representative, to discuss project progress.
5. The County's obligations to pay for all work shall include the actual costs of contractors and consultants used for the construction by the Town as provided in this Agreement, the actual cost for Town staff time, and reimbursement of other expenses, as set forth in Appendix A. If costs are higher than the estimates given in Appendix A, the Town shall notify the County of any difficulty in proceeding with the project at such cost, and the Parties will work cooperatively to resolve the issue.
6. Respond in a timely way to any questions from Town staff regarding change orders, contract amendments, or any other matters requiring input from City staff.
7. Have no responsibility for construction of the Town portion of the Project, including any portion of the Project for which the Town requires construction that is located in the County.

Provide maintenance of the Project facility upon its completion on parcels within County limits. These parcels include: 0293-01-0028, which is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 29-3.

C. The Parties shall:

1. Maintain all records for the Project for a period of not less than three years from Project completion. All such records shall be subject to audit by either party.
2. Work cooperatively to complete the Project in a timely and expeditious manner and in accordance with all applicable laws and regulations.
3. Complete all work to be performed under the agreement in accordance with all laws and regulations applicable to each and/ or both parties.
4. Hold progress meetings or teleconferences at least monthly to review the Project status.
5. Upon notification of discovery of any hazardous substances in or on the property, immediately confer to determine the scope of any investigation and the requisite response action.
6. Meet and confer to resolve any dispute that may arise between the Parties. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.

D. All requirements for funds to be borne by the County shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

E. Either party may terminate this Agreement prior to construction award upon 30 days' advance written notice. Any portion of the County Contribution not spent or incurred as a debt to a third party prior to termination shall be returned to the County within 90 days of termination.

F. THIS AGREEMENT shall not be construed as a waiver of the sovereign immunity of Fairfax County.

G. All notices under this Agreement shall be sent via U.S. Mail, postage prepaid, and email for

Fairfax County to:

Tom Biesiadny  
Director  
Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
[Tom.biesiadny@fairfaxCounty.gov](mailto:Tom.biesiadny@fairfaxCounty.gov)

Vanessa Aguayo  
Transportation Planner  
Department of Transportation  
Fairfax, VA 22033-2895  
[Vanessa.aguayo@fairfaxCounty.gov](mailto:Vanessa.aguayo@fairfaxCounty.gov)

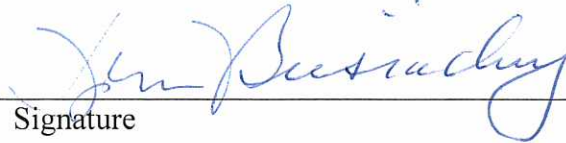
and for the Town of Vienna to:

Michael J. Gallagher, PE  
Director of Public Works  
Town of Vienna  
127 Center Street S.  
Vienna, VA 22180  
[Michael.Gallagher@viennava.gov](mailto:Michael.Gallagher@viennava.gov)

- H. THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.
- I. THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.
- J. THIS AGREEMENT shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

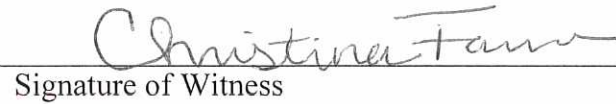
**COUNTY OF FAIRFAX, VIRGINIA:**

  
\_\_\_\_\_  
Signature

12/19/18  
\_\_\_\_\_  
Date

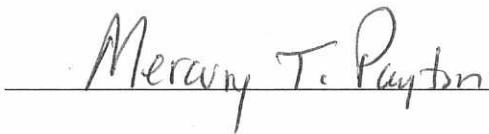
Tom Biesiadny  
Director, Department of Transportation  
\_\_\_\_\_  
Typed or Printed Name of Signatory  
Title

12/19/18  
\_\_\_\_\_  
Date

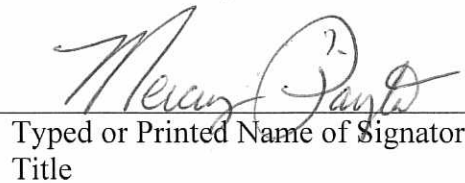
  
\_\_\_\_\_  
Signature of Witness

12/19/18  
\_\_\_\_\_  
Date

**TOWN OF VIENNA, VIRGINIA:**

  
\_\_\_\_\_  
Signature

01/31/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Typed or Printed Name of Signatory  
Title

01/31/19  
\_\_\_\_\_  
Date

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

1/31/19  
\_\_\_\_\_  
Date

<b>Project Number:</b> TBD	<b>Locality:</b> Town of Vienna & Fairfax County <b>UPC: 106049</b>
<b>Project Title:</b> Old Courthouse Road Pedestrian Access Improvements Phases 1 and 2	
<b>Project Description:</b> Remove an existing asphalt path and install new curb, gutter, sidewalk, and on-road bike lane along approximately 2,000 linear feet of Old Courthouse Road within the Town of Vienna and Fairfax County.	
<b>From:</b> 403 Old Courthouse Road NE  <b>To:</b> 8530 Old Courthouse Road	
<p style="text-align: center;"><b>Detailed Scope of Services</b></p>	
Construct approx. 2,000 l.f. of new curb, gutter and sidewalk along Old Courthouse Road within the Town of Vienna and Fairfax County based on final design plans entitled 'Old Courthouse Road Pedestrian Access Improvements Phase 1 and 2' dated June 2018 prepared by Rinker Design and Associates. This scope includes Right of Way acquisition, Utility Relocation and Construction costs, as well as construction engineering support and Town of Vienna project management costs.	
The total projected cost is \$2,382,838 based on an estimate prepared September 2018 assuming 2019 construction. The Town of Vienna will contribute \$550,000 to the project and Fairfax County will contribute \$1,732,838	

Project Number:	N/A	UPC Number:	N/A
Project Location:	Town of Vienna, Virginia	Designed By:	Rinker Design Associates, P.C.
VDOT District:	N/A - County/Town Project	Designer:	Rinker Design Associates, P.C.
Project Manager:	Michael Gallagher, P.E.	Date:	September 2018

**OLD COURTHOUSE ROAD PEDESTRIAN ENHANCEMENT PROJECT QUANTITY LIST: TOTAL ESTIMATE**

ITEM	VDOT ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE*	AMOUNT
<b>GENERAL CONSTRUCTION AND EARTHWORK</b>						
1	00100	MOBILIZATION	LS	1	\$ 81,302.77	\$ 81,302.77
2	00101	CONSTRUCTION SURVEYING	LS	1	\$ 10,300.00	\$ 10,300.00
3	00110	CLEARING AND GRUBBING	AC	0.76	\$ 15,270.00	\$ 11,605.20
4	00120	REGULAR EXCAVATION	CY	1852	\$ 76.35	\$ 141,400.20
4A	ATTD	NS EARTHWORK CONTINGENCY	CY	250	\$ 76.35	\$ 19,087.50
5	00140	BORROW EXCAVATION	CY	1555	\$ 10.18	\$ 15,829.90
6	00118	NS EXCAVATION REMOVE/HAUL AWAY EXCESS CUT	CY	1793	\$ 15.00	\$ 26,895.00
<b>PAVEMENT ITEMS</b>						
7	10636	ASPHALT CONCRETE TY. SM-9.5D	TON	626.4	\$ 106.89	\$ 66,955.90
8	16390	ASPHALT CONCRETE TY. BM-25.0A	TON	305.4	\$ 106.89	\$ 32,644.21
9	10128	AGGR. BASE MATL. TY. I NO. 21B	TON	1206.9	\$ 22.91	\$ 27,650.08
10	14270	AGGR. MATL. NO. 25 OR 26	TON	7.2	\$ 35.00	\$ 252.00
<b>INCIDENTAL ITEMS</b>						
11	10625	FLEXIBLE PAVE. PLANING 0"-2"	SY	3773	\$ 3.56	\$ 13,431.88
12	12600	STD. COMB. CURB & GUTTER CG-6	LF	401	\$ 48.36	\$ 19,392.36
13	12720	NS COMB. CURB & GUTTER (MODIFIED CG-6)	LF	1216	\$ 48.36	\$ 58,805.76
14	12720	NS COMB. CURB & GUTTER (MODIFIED CG-6 FOR TRANSITION)	LF	10	\$ 48.36	\$ 483.60
15	12725	NS RADIAL COMB. CURB & GUTTER (MODIFIED RADIAL CG-6)	LF	223	\$ 48.36	\$ 10,784.28
16	12920	ENTRANCE GUTTER CG-9B	SY	228	\$ 86.53	\$ 19,728.84
17	14100	REMOVAL OF SIDEWALK (ASPHALT TRAIL)	SY	485	\$ 2.04	\$ 989.40
18	14100	REMOVAL OF SIDEWALK (CONCRETE)	SY	15	\$ 2.04	\$ 30.60
19	14120	REMOVE CURB AND GUTTER	LF	100	\$ 2.04	\$ 204.00
20	14300	CEMENT CONCRETE SIDEWALK 4"	SY	984	\$ 76.35	\$ 75,128.40
21	14310	7" HES (FOR DRIVEWAY TIE IN)	SY	180	\$ 70.00	\$ 12,600.00
22	14440	SAW CUT (SIDEWALK AND ASPHALT TRAIL)	LF	19	\$ 0.10	\$ 1.90
23	14450	SAW CUT CURB AND GUTTER	LF	5	\$ 0.10	\$ 0.50
24	24410	DEMOLITION OF PAVEMENT	SY	496	\$ 3.05	\$ 1,512.80
25	24500	NS REMOVE CONCRETE STEPS/CONCRETE DITCH/CONCRETE TRESTLE	SY	108	\$ 2.04	\$ 220.32
26	24500	NS REMOVE CONCRETE DRIVEWAY	SY	164	\$ 2.04	\$ 334.56
27	24500	NS REMOVE ASPHALT DRIVEWAY	SY	713	\$ 2.04	\$ 1,454.52
28	24500	NS REMOVE DRIVE WAY CULVERTS	LF	173	\$ 25.45	\$ 4,402.85
29	24505	NS RELOCATE EXIST. MAILBOX	EA	9	\$ 365.00	\$ 3,285.00
30	51910	SAW CUT PAVEMENT (ROADWAY)	LF	2355	\$ 0.10	\$ 235.50
31	51910	SAW CUT (ASPHALT DRIVEWAY/PARKING LOT)	LF	164	\$ 0.10	\$ 16.40
32	51910	SAW CUT (CONCRETE DRIVEWAY)	LF	67	\$ 0.10	\$ 6.70
33	13245	NS SIDEWALK CG-12B CURB RAMPS (PRICE TO INCLUDE 4" 21B STONE & DETECTABLE WARNING SURFACE)	SY	87	\$ 81.44	\$ 7,085.28
<b>EROSION &amp; SEDIMENT CONTROL</b>						
34	27012	TOPSOIL CL. A 2"	SY	2420	\$ 3.56	\$ 8,615.20
35	27300	SOD	SY	2420	\$ 10.18	\$ 24,635.60
38	24502	REMOVE TRESS (2" - 6" DIA.)	EA	4	\$ 178.15	\$ 712.60
39	24502	REMOVE TREES (6" - 18" DIA.)	EA	9	\$ 509.00	\$ 4,581.00
40	24502	REMOVE TREES (18" - 30" DIA.)	EA	3	\$ 1,476.10	\$ 4,428.30
41	24502	REMOVE SHRUBS	EA	3	\$ 50.90	\$ 152.70
42	24502	GRIND TREE STUMP BELOW GRADE (SMALLER THAN 18" DIA.)	EA	13	\$ 101.80	\$ 1,323.40
43	24502	GRIND TREE STUMP BELOW GRADE (18" - 30" DIA.)	EA	3	\$ 178.15	\$ 534.45
44	ATTD	TREES (2" CALIPHER MIN. & 1 YEAR MAINTENANCE)	EA	35	\$ 375.00	\$ 13,125.00
45	23604	NS FENCE TREE PROTECTION FENCE	LF	550	\$ 9.67	\$ 5,318.50
46	27505	TEMPORARY SILT FENCE	LF	1973	\$ 9.67	\$ 19,078.91
47	27275	NS EROSION CONTROL CULVERT INLET PROTECTION EC-6	EA	10	\$ 152.70	\$ 1,527.00
48	27451	DROP INLET PROTECTION (TY. A OR TY. B)	EA	27	\$ 152.70	\$ 4,122.90
49	27275	NS EROSION CONTROL CULVERT OUTLET PROTECTION EC-1	EA	10	\$ 500.00	\$ 5,000.00
50	27415	CHECK DAM (ROCK) TY. II	EA	40	\$ 254.69	\$ 10,187.60
<b>DRAINAGE ITEMS</b>						
51	00588	UNDERDRAIN UD-4 (PERFORATED)	LF	1848	\$ 25.45	\$ 47,031.60
52	00588	UNDERDRAIN UD-4 (NON-PERFORATED)	LF	271	\$ 25.45	\$ 6,896.95
53	01152	15" CONC. PIPE	LF	1234	\$ 86.53	\$ 106,778.02
54	01182	18" CONC. PIPE	LF	190	\$ 96.71	\$ 18,374.90
55	01242	24" CONC. PIPE	LF	28	\$ 127.25	\$ 3,563.00
56	02222	34" X 22" ELLIPTICAL CONC. PIPE	LF	3	\$ 147.61	\$ 442.83
57	06151	15" END SECTION ES-1	EA	1	\$ 559.90	\$ 559.90
58	06240	24" END SECTION ES-1	EA	1	\$ 1,018.00	\$ 1,018.00
59	06750	DROP INLET DI-2B L=10'	EA	2	\$ 4,326.50	\$ 8,653.00
60	06751	DROP INLET DI-2B L=12'	EA	1	\$ 4,326.50	\$ 4,326.50
61	06817	DROP INLET DI-3B L=4' (MONOLITHIC BOX)	EA	2	\$ 4,326.50	\$ 8,653.00
62	06818	DROP INLET DI-3B L=6'	EA	2	\$ 4,326.50	\$ 8,653.00
63	06819	DROP INLET DI-3B L=8'	EA	1	\$ 4,326.50	\$ 4,326.50
64	06821	DROP INLET DI-3B L=12'	EA	1	\$ 4,326.50	\$ 4,326.50
65	06822	DROP INLET DI-3B L=14'	EA	1	\$ 4,326.50	\$ 4,326.50
66	06827	DROP INLET DI-3BB L=6' (WITH 1/2" STEEL PLATE)	EA	1	\$ 4,326.50	\$ 4,326.50
67	06835	DROP INLET DI-3C L=6' (MONOLITHIC BOX)	EA	1	\$ 4,326.50	\$ 4,326.50
68	06835	DROP INLET DI-3C L=6'	EA	1	\$ 4,326.50	\$ 4,326.50
69	06836	DROP INLET DI-3C L=8' (MONOLITHIC BOX)	EA	1	\$ 4,326.50	\$ 4,326.50

70	07508	DROP INLET DI-7 TYPE III GRATE	EA	1	\$ 4,326.50	\$ 4,326.50
71	09148	EROSION CONTROL STONE CLASS A1 EC-1	TON	3	\$ 101.80	\$ 305.40
72	09215	PAVED DITCH PG-5	SY	46	\$ 76.35	\$ 3,512.10
73	-----	NUTRIENT CREDITS	LB	0.59	\$ 19,000.00	\$ 11,210.00
<b>PAVEMENT MARKING &amp; SIGNAGE</b>						
74	50108	SIGN PANEL	SF	12	\$ 50.00	\$ 600.00
75	50430	SIGN POST STP-1, 2" 14 GA.	LF	154	\$ 25.00	\$ 3,850.00
76	50432	SIGN POST STP-1, 2 3/16 10 GA.	LF	6	\$ 27.00	\$ 162.00
77	50434	SIGN POST STP-1, 2 1/2" 10 GA.	LF	1	\$ 40.93	\$ 40.93
78	50436	SIGN POST STP-1, 2 1/2" 12 GA.	LF	98	\$ 35.00	\$ 3,430.00
79	50485	CONCRETE FOUNDATION STP-1, TYPE A	EA	18	\$ 465.33	\$ 8,375.94
80	50486	CONCRETE FOUNDATION STP-1, TYPE B	EA	1	\$ 530.56	\$ 530.56
81	50759	RELOCATE EXIST. SIGN PANEL (COST OF POSTS AND FOUNDATIONS TO BE REMOVED INCLUDED)	EA	16	\$ 178.15	\$ 2,850.40
82	50860	REMOVE-DISPOSE SIGN STRUCT. (INCLUDES SIGNS, POSTS, AND FOUNDATIONS)	EA	4	\$ 178.15	\$ 712.60
83	51951	INSTALL SIGN (ROADWAY SIGNS)	EA	3	\$ 455.00	\$ 1,365.00
84	54032	TY. B CL. I PAVE. LINE MARK. 4" (YELLOW)	LF	4048	\$ 1.50	\$ 6,072.00
85	54034	TY. B CL. I PAVE. LINE MARK. 6" (WHITE)	LF	4181	\$ 2.00	\$ 8,362.00
86	54040	TY. B CL. I PAVE. LINE MARK. 12" (WHITE)	LF	108	\$ 36.03	\$ 3,891.24
87	54042	TY. B CL. I PAVE. LINE MARK. 24" (WHITE)	LF	126	\$ 24.00	\$ 3,024.00
88	54250	PAVEMENT MESSAGE MARK. BICYCLE ARROW	EA	13	\$ 350.00	\$ 4,550.00
89	54254	PAVEMENT MESSAGE MARK. BICYCLE LANE SYMBOL	EA	13	\$ 350.00	\$ 4,550.00
90	54401	TY. B CL. I PAVE. MESSAGE MARK. "SCHOOL" (WHITE)	EA	1	\$ 1,500.00	\$ 1,500.00
<b>TRANSPORTATION MANAGEMENT PLAN AND SEQUENCE OF CONSTRUCTION</b>						
91	24265	NS MAINTENANCE OF TRAFFIC (PEDESTRIAN IMPROVEMENTS)	LS	1	\$ 80,000.00	\$ 80,000.00
92	24265	NS MAINTENANCE OF TRAFFIC (WATERLINE RELOCATION)	LS	1	\$ 40,000.00	\$ 40,000.00
<b>UTILITIES (BY CONTRACTOR)</b>						
93		WATERLINE RELOCATION (ESTIMATE PROVIDED BY TOWN CONTRACTOR)	LS	1	\$ 501,500.00	\$ 501,500.00

\*Unit Prices provided by the Town of Vienna based on Annual On-Call Task Order

SUB TOTAL (WITHOUT MOBILIZATION)	\$ 1,626,055.46
SUB TOTAL (WITH MOBILIZATION)	\$ 1,707,358.23
CONTINGENCY (10%)	\$ 170,735.82
<b>TOTAL</b>	<b>\$ 1,878,094.06</b>

<b>UTILITIES (BY OTHERS)</b>						
94		DOMINION ENERGY (PROJECT PORTION OF COST PER PROVIDED P/E), EXPIRES OCTOBER 2018	LS	1	\$ 65,000.00	\$ 65,000.00
95		VERIZON (PROJECT PORTION OF COST PER PROVIDED P/E), EXPIRES OCTOBER 2018	LS	1	\$ 18,000.00	\$ 18,000.00
96		WASHINGTON GAS (100% UTILITY COST)	LS	1	\$ 0.00	\$ 0.00
97		COX COMMUNICATIONS (100% UTILITY COST)	LS	1	\$ 0.00	\$ 0.00

SUB TOTAL	\$ 83,000.00
20% CONTINGENCY	\$ 16,600.00
<b>TOTAL UTILITIES BY OTHERS</b>	<b>\$ 99,600.00</b>

<b>RIGHT OF WAY</b>						
98		RIGHT OF WAY SERVICES	LS	1	\$ 48,000.00	\$ 48,000.00
99		FAIRFAX WATER PROPERTY (EXPECTED TO BE DONATED)	LS	1	\$ -	\$ -
100		AMBERWOOD HOMEOWNERS ASSOCIATION, INC.	SF	186	\$ 30.00	\$ 5,580.00

SUB TOTAL	\$ 53,580.00
10% CONTINGENCY	\$ 5,358.00
<b>TOTAL RIGHT OF WAY</b>	<b>\$ 58,938.00</b>

<b>CONSTRUCTION ENGINEERING SUPPORT &amp; CEI</b>						
101		UTILITY STAKEOUT & UTILITY MONITORING	LS	1	\$ 57,000.00	\$ 57,000.00
102		CONSTRUCTION ENGINEERING SUPPORT	LS	1	\$ 46,000.00	\$ 46,000.00
103		VDOT L.U.P. ASSISTANCE, STREET ACCEPTANCE, GENERAL COUNTY PERMIT	LS	1	\$ 17,000.00	\$ 17,000.00
104		DIRECT COSTS	LS	1	\$ 5,000.00	\$ 5,000.00

SUB TOTAL	\$ 125,000.00
10% CONTINGENCY	\$ 12,500.00
<b>EST. ENGINEERING COSTS</b>	<b>\$ 137,500.00</b>

Town of Vienna CEI/Oversight (5%) \$ 108,706.60

**PROJECT TOTAL \$ 2,282,838.66**

2019 EXCALATION (3.5%) \$ 2,351,324

## FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, December 4, 2018, at which meeting a quorum was present and voting, the following resolution was adopted:

### AGREEMENT EXECUTION RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Administration Agreement with the Town of Vienna for the construction of pedestrian improvements on Old Courthouse Road to be administered by the Town of Vienna and provide its share of the Project contribution in accordance with the Project Administration Agreement.

Adopted this 4th day of December 2018, Fairfax, Virginia

A Copy – Teste:

A handwritten signature in black ink, appearing to read "Catherine A. Chianese", written over a horizontal line.

Catherine A. Chianese  
Clerk to the Board of Supervisors

Place Holder for Appendix C (Town Resolution)