

STANDARD PROJECT ADMINISTRATION AGREEMENT

Project Number	UPC	Local Designation
U000-124-157, P101, U000-124-158, P101, U000-124-159, P101, C501	94436 (T7697), 94437 (T7698), 94540 (T7699)	Citywide Signal Retiming – ARRA Funded, Signal System Feasibility Study, Signal System Design and Implementation

THIS AGREEMENT, made and executed in triplicate this 23 day of September 2009, by and between the City of Portsmouth, 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 a 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 general 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 of each Project shown in Appendix A, except the performance of the State Environmental Review Process (SERP), and coordinate with the DEPARTMENT for all reviews, approvals, and environmental actions and decisions, as required. 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. 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, or all such records and documentation may be turned over to the DEPARTMENT in a manner acceptable to the DEPARTMENT.

- d. 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 a to-date project summary 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 Federal Code of Regulation 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.
- e. Subject to appropriation, 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.
- f. 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.
- g. Administer the Project in accordance with all applicable federal, state, or local laws and regulations.
- h. 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.
- i. The LOCALITY will use its staff counsel for all legal proceedings. If legal services other than that provided by staff counsel are required, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General.
- j. 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.

2. The DEPARTMENT shall:
 - a. Perform the SERP and provide guidance relative to the coordination of environmental commitments that result from the SERP, provide necessary coordination with the FHWA, and approve plans, specifications, advertisement documents, and contract awards as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.d, 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 outlines the phases of work and general items to be administered by the LOCALITY. 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.

[Remainder of this page intentionally left blank]

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

CITY OF PORTSMOUTH, VIRGINIA:

Kenneth L. Chandler

Typed or printed name of signatory



Date 05-06-09

City Manager

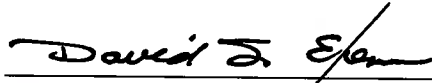


Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

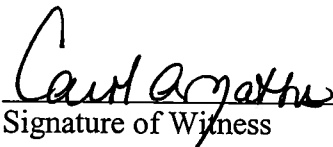
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:



Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

09/23/2009

Date



Signature of Witness

9/23/2009

Date

Attachments

- Appendix A1 (UPC T7697)
- Appendix A2 (UPC T7698)
- Appendix A3 (UPC T7699)

ARRA Funded Projects – City of Portsmouth
 Citywide Signal Retiming, Signal System Feasibility Study, Signal System Design and Implementation
 UPC T7697, T7698, and T7699
 94436, 94437, and 94540

Appendix A1 (UPC T7697) – 94436
 Project Number: ~~0000-124-157~~ ⁰⁰⁰⁰⁻¹²⁴⁻¹⁵⁷, P101
 (UPC T7697) – 94436

Locality: City of Portsmouth

Project Narrative	
Scope:	Citywide Signal Retiming – ARRA Funded
From:	Citywide
Locality Project Manager Contact Info: Richard Hartman, P.E., Phone (757) 393-8592, Email: Rhartman@portsmouthva.gov Department Project Coordinator Contact Info: Stephen Brich, Phone: (757) 925-1599, Email: Stephen.Brich@VDOT.Virginia.Gov	

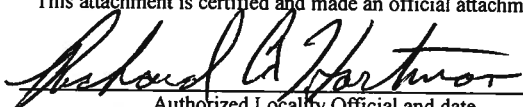
Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$240,000	\$240,000	\$6,000	\$234,000
Right-of-Way & Utilities				
Construction				
Total Estimated Cost	\$240,000	\$240,000	\$6,000	\$234,000


Total Maximum Reimbursement by Locality to VDOT	
Total Maximum Reimbursement by VDOT to Locality	\$234,000

Project Financing					
A	B	C	D	E	F
Federal ARRA (100%)					Aggregate Allocations (A+B+C+D+E)
\$240,000					\$240,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project will be administered in accordance with the “Guide For Local Administration of Virginia Department of Transportation Projects.” The project will be constructed and maintained in accordance with VDOT’s Urban Manual. This Project is funded in whole or in part with ARRA (stimulus) funds. Compliance with the reporting requirements of ARRA section 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. This is a limited fund source project. Project costs exceeding \$240,000 will be borne by the City of Portsmouth at 100% City cost.

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


 Authorized Locality Official and date
RICHARD A. HARTMAN
 Typed or printed name of person signing

 6/11/09
 Residency Administrator’s/Urban Program Manager’s
 Recommendation and date
STEPHEN C. BRICH
 Typed or printed name of person signing

Appendix A2 (UPC T7698) - 94437

Project Number: ~~0000-124~~ ⁰⁰⁰⁰⁻¹²⁴⁻¹⁵⁸, P101

(UPC T7698) - 94437

Locality: City of Portsmouth

Project Narrative	
Scope:	Signal System Feasibility Study and Central System Standard - ARRA Funded
From:	Citywide
Locality Project Manager Contact Info: Richard Hartman, P.E., Phone (757) 393-8592, Email: Rhartman@portsmouthva.gov Department Project Coordinator Contact Info: Stephen Brich, Phone: (757) 925-3620, Email: Stephen.Brich@VDOT.Virginia.Gov	

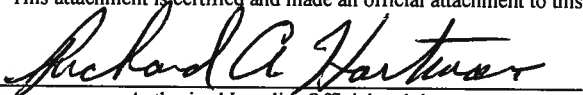
Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$160,000	\$160,000	\$7,000	\$153,000
Right-of-Way & Utilities				
Construction				
Total Estimated Cost	\$160,000	\$160,000	\$7,000	\$153,000

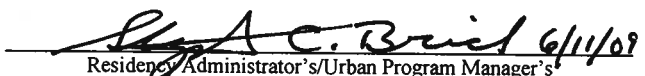
Total Maximum Reimbursement by Locality to VDOT	
Total Maximum Reimbursement by VDOT to Locality	\$153,000

Project Financing					
A	B	C	D	E	F
Federal ARRA (100%)					Aggregate Allocations (A+B+C+D+E)
\$160,000					\$160,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project will be administered in accordance with the "Guide For Local Administration of Virginia Department of Transportation Projects." The project will be constructed and maintained in accordance with VDOT's Urban Manual. This Project is funded in whole or in part with ARRA (stimulus) funds. Compliance with the reporting requirements of ARRA section 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. This is a limited fund source project. Project costs exceeding \$160,000 will be borne by the City of Portsmouth at 100% City cost.

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 Authorized Locality Official and date
RICHARD A. HARTMAN
 Typed or printed name of person signing


 Residency Administrator's/Urban Program Manager's
 Recommendation and date
STEPHEN C. BRICH
 Typed or printed name of person signing

Appendix A3 (UPC T7699) - 94540
 Project Number: ~~0000-124~~ ⁰⁰⁰⁰⁻¹²⁴⁻¹⁵⁹ P101, M501 ^{C501}
 (UPC T7699) - 94540

Locality: City of Portsmouth

Project Narrative	
Scope:	Signal System Design and Implementation – ARRA Funded
From:	Citywide
Locality Project Manager Contact Info: Richard Hartman, P.E., Phone (757) 393-8592, Email: Rhartman@portsmouthva.gov	
Department Project Coordinator Contact Info: Bryant Porter, Phone: (757) 925-3620, Email: Bryant.Porter@VDOT.Virginia.gov	


Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$240,000	\$240,000	\$5,000	\$235,000
Right-of-Way & Utilities				
Construction	\$1,783,543	\$1,783,543	\$5,000	\$1,778,543
Total Estimated Cost	\$2,023,543	\$2,023,543	\$10,000	\$2,013,543


Total Maximum Reimbursement by Locality to VDOT	
Total Maximum Reimbursement by VDOT to Locality	\$2,013,543

Project Financing					
A	B	C	D	E	F
Federal ARRA (100%)					Aggregate Allocations (A+B+C+D+E)
\$2,023,543					\$2,023,543

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project will be administered in accordance with the "Guide For Local Administration of Virginia Department of Transportation Projects." The project will be constructed and maintained in accordance with VDOT's Urban Manual. This Project is funded in whole or in part with ARRA (stimulus) funds. Compliance with the reporting requirements of ARRA section 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. This is a limited fund source project. Project costs exceeding \$2,023,543 will be borne by the City of Portsmouth at 100% City cost.

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 RICHARD A. HARTMAN
 Typed or printed name of person signing

 6/11/09
 Residency Administrator's/Urban Program Manager's
 Recommendation and date
 STEPHEN C. DAICH
 Typed or printed name of person signing

A RESOLUTION REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ESTABLISH URBAN SYSTEM HIGHWAY PROJECTS TO REPLACE TRAFFIC SIGNALS ALONG AIRLINE BOULEVARD FROM PORTSMOUTH BOULEVARD TO THE WESTERN CITY LIMITS AND TO UPGRADE THE CITY'S TRAFFIC SIGNAL SYSTEM UTILIZING A STIMULUS FUNDING GRANT.

WHEREAS, in accordance with Virginia Department of Transportation construction allocation procedures, it is necessary that a request by council resolution be made in order that the Department program an urban highway project in the City of Portsmouth.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Portsmouth, Virginia, requests the Virginia Department of Transportation to establish urban system highway projects for: Citywide Signal Retiming (Project # 0000-124-P101, UPC T7697); Signal System Feasibility Study (Project # 0000-124-P101, UPC T7698); Signal System Design and Implementation (Project # 0000-124-, P101, M501 UPC T7699); and Airline Blvd Coordinated Signal Upgrade (Project # U000-124-146, P101, M501 UPC 82858).

BE IT FURTHER RESOLVED that the Council of the City of Portsmouth hereby agrees to pay its share of the total cost for preliminary engineering, right of way acquisition, and construction of this project in accordance with Section 33.1-44 of the Code of Virginia, and that, if the City of Portsmouth subsequently elects to cancel this project, the City of Portsmouth hereby agrees to reimburse the Virginia Department of Transportation for the total amount of the costs expended by the Department through the date the Department is notified of such cancellation.

ADOPTED by the Council of the City of Portsmouth, Virginia, at a meeting held on April 14, 2009.



Teste:
Delia Y. White
City Clerk