

VDOT PROJECT ADMINISTRATION AGREEMENT

CITY OF HAMPTON

UPC 108951

THIS AGREEMENT, made and executed in triplicate on this the _____ day of _____, 201_, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the CITY OF HAMPTON, hereinafter referred to as the "CITY."

WITNESSETH

WHEREAS, the CITY 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 CITY to finance the project; and

WHEREAS, the CITY 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 CITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-209 of the Code of Virginia authorizes both the DEPARTMENT and the CITY 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. Bill the CITY upon successful delivery to and acceptance of pavement data and images by the CITY. VDOT will provide a copy of the Contractor's invoice and payment voucher to the CITY.
 4. Notify the CITY 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 CITY prior to performing those activities.
- B. The CITY shall:
1. Make payment to VDOT within 30 days of acceptance of invoice from VDOT.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the CITY and modification of this Agreement.
- C. Funding by the CITY shall be subject to annual appropriation or other lawful appropriation by the CITY Council.
- D. Should funding be insufficient and CITY 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.
- E. Should the project be cancelled as a result of the lack of funding by the CITY, the CITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- F. 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.

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 by its duly authorized representatives as of the day, month, and year first herein written.

CITY OF HAMPTON, VIRGINIA:

Date

Typed or Printed Name of Signatory Date

Signature of Witness Date

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Attachments

Appendix A (UPC 108951)

Appendix B (UPC 108951)

Appendix A (Phase 3)

Project Number: UPC 108951

Locality: City of Hampton

Project Identification and Funding	
Scope:	Pavement Data Collection, Analysis Services (approximately 529 miles)
From:	City-wide
To:	
The Work will be performed in accordance with all terms and conditions of the contract #44182 (RFP 152675-FH) "Pavement Data Collection and Evaluation Services" by VDOT's Contractor.	
Locality Project Manager Contact Info: Tyler Richardson, ptrichardson@hampton.gov , Ph. 757-726-2916	
Department Project Coordinator Contact Info: Raja Shekharan, Raja.Shekharan@vdot.virginia.gov , Ph. 804-786-0870	

Estimated Project Costs			
Phase	Estimated Project Costs	Funding Advanced to VDOT	Funds Retained by Locality
Preliminary Engineering	\$85,856.40	\$0	\$85,856.40
Right-of-Way & Utilities			
Construction			
Total Estimated Cost	\$85,856.40	\$0	\$85,856.40

Project Financing				
A	B	C	D	E
Local Funds	<fund source C>	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
\$85,856.40				\$85,856.40

Estimated Payment		
FY2017		Total
\$85,856.40		\$85,856.40

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

Authorized Locality Official and date

Authorized VDOT Official Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix B (Phase 3)

Project Number: (UPC 108951)

Locality: City of Hampton

Project Scope	
Work Description:	Collect and process approximately 529 lane miles of pavement data with a fully configured ARAN in the City of Hampton
From:	City-wide
To:	
The Work will be performed in accordance with all terms and conditions of the contract #44182 (RFP 152675-FH) "Pavement Data Collection and Evaluation Services" by VDOT Contractor.	
Locality Project Manager Contact Info: Chris Swartz, eswartz@hampton.gov , Ph. 757-726-2959 Department Project Coordinator Contact Info: Raja Shekharan Ph. 804-786-0870	

Detailed Scope of Services
<p>Fugro Roadware Inc. (FRDW) will collect and process approximately 529 lane miles of pavement data with a fully configured ARAN in the City of Hampton.</p> <p>The City of Hampton will provide the detailed inventory and mileage data for collection to FRDW with a copy to VDOT. FDRW will provide all the data and the images for the inventory provided by the City of Hampton as per the specifications in the VDOT Contract #44182 (RFP 152675-FH).</p> <p>The City of Hampton may reduce or add mileage (not to exceed 25% of the above mentioned total mileage) per its discretion, subject, however to the condition that the City and VDOT agree to any estimated additional costs associated with the work and the City agrees to reimburse VDOT for any such additional costs. FRDW will ensure the data is collected and processed following the highest Pavement Evaluation industry standard operation procedures and protocols.</p> <p>This work will be performed in accordance of all terms and conditions of the VDOT Contract #44182 (RFP 152675-FH)</p>

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

 Authorized Locality Official and date

 Authorized VDOT Official Recommendation and date

 Typed or printed name of person signing

 Typed or printed name of person signing