



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of May 14, 2011

DATE: May 14, 2011

SUBJECT: Transportation Projects Funding

A) Approval of a Standard Project Administration Agreement between the Board of Arlington County and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for the Local Project Administration of Pedestrian Related Streetscape Improvements on North Glebe Road (Rte 120) (UPC 52285);

B) Approval of a Standard Project Administration Agreement between the Board of Arlington County, and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for Local Project Administration of the Purchase and Installation of Bikeshare Stations.

C. M. RECOMMENDATIONS:

A. Approve the attached Standard Project Administration Agreement between the Board of Arlington County and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for the Local Project Administration of Pedestrian Related Streetscape Improvements on North Glebe Road (Rte 120) (UPC 52285) and authorize the County Manager, on behalf of the County Board, to execute the Agreement and all related documents after approval by the County Attorney as to form.

B. Approve the attached Standard Project Administration Agreement between the Board of Arlington County, and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for the Local Project Administration of the Purchase and Installation of Bikeshare Stations and authorize the County Manager, on behalf of the County Board, to execute the Agreement and all related documents after approval by the County Attorney as to form.

County Manager:

County Attorney:

26.

Staff: Tom Hutchings, Department of Environmental Services
Jennifer Fioretti, Department of Environmental Services

ISSUES: County Board approval of the attached two Standard Project Administration Agreements is needed to change funding sources for the previously approved N. Glebe Road Project and provide new funding for the deployment of Bikeshare Stations. No issues are associated with this matter.

SUMMARY:

The approval of two Standard Project Administration Agreements has been requested by VDOT in order to reallocate older CMAQ funds from the North Glebe Road Streetscape Improvements Project to the Bikeshare Project. Glebe Road CMAQ funds are being replaced with surplus Federal Secondary Aid. There is no change to the Glebe Road scope of work and the Project will remain fully funded. The Bikeshare Program will receive CMAQ funds for the deployment of Bikeshare stations in the Rosslyn to Ballston Corridor.

BACKGROUND: On February 25, 2006, the Arlington County Board approved a Standard Project Administration Agreement with VDOT and appropriated \$950,000 of CMAQ funds with a local match of \$237,500 for design and construction of the Pedestrian Related Streetscape Improvements on North Glebe Road (Rte 120) (UPC 52285). The project has obligated \$234,400 of the \$950,000 of CMAQ funds and \$58,600 of the \$237,500 local match funds, leaving a combined remaining balance of \$894,500. Additional funds for capital projects at South Glebe Road/West Glebe Road, Old Dominion Drive and along the Four Mile Run Trail were approved in the 2006 Agreement. Funds for these three remaining projects will not be altered with the approval of this Agreement for UPC 52285.

DISCUSSION: The approval of these two agreements accomplishes these objectives: 1) allocates surplus Federal Secondary Aid to Glebe Road Pedestrian Related Streetscape Improvements, a project funded partially with existing Federal Secondary Aid; and 2) provides funding for the second phase deployment of Bikeshare stations in the Rosslyn to Ballston Corridor.

The North Glebe Road Project was identified as a candidate to receive this transfer of surplus Federal Secondary Aid because the project already had existing Federal Secondary Aid in addition to CMAQ funding. The CMAQ funds are reallocated to fund the purchase and installation of Bikeshare Stations, which are ineligible for Federal Secondary Aid. The transfer is necessary because CMAQ is one of the only funding categories that can be used for Bikestations.

This CMAQ money funding Bikeshare is in addition to the programmed funding shown in the FY11 – FY16 Capital Improvement Plan. It will accelerate the implementation and expand the Bikeshare program at no additional cost to the County.

The removal of the North Glebe Road Project from the Appendix A of the existing Standard Project Administration Agreement, dated August 13th 2006, is referenced in the attached new Project Administration Agreement (bullet 4, bottom of Appendix) proposed for approval by the County Board.

FISCAL IMPACT: As shown in Appendix A of the attached Standard Project Administration Agreement for Glebe Road, the project will remain fully funded and has \$2,795,839 allocated to the project including \$234,400 in CMAQ, \$58,600 in CMAQ local match, \$1,989,600 in Federal Secondary Aid, \$497,400 in federal Secondary Aid Local Match, and \$15,839 in Local Project Funds.

As shown in Appendix A of Standard Project Administration Agreement for the Purchase and Installation of Bikeshare Stations, \$894,500 has been allocated and includes \$715,600 in CMAQ funds and a local match of \$178,900.

A transfer of \$894,500 in CMAQ Funding from the original 2006 Glebe Road Standard Project Administration Agreement will fund the Local Project Administration of the purchase and installation of Bikeshare Stations. No additional local dollars are required for the transfer of \$894,500 in CMAQ funds for the Purchase and Installation of Bikeshare Stations.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0120-000-120, P101, C501	52284	Arlington County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 200_, by and between the COUNTY BOARD of ARLINGTON COUNTY, 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 the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's 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(s) of each Project shown in 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. 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. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement.

- c. 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.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. 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.
- 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 an up-to-date project summary and 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 Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. 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.
- h. 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.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and 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.

- k. If legal services other than that 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.
 - l. 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.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.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 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 identifies the funding sources for the project, 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.

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 included in an annual or other lawful appropriation. 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 pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. 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.
8. 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 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.
9. 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.f, 1.g., 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.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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.

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

_____ **OF** _____, **VIRGINIA:**

Typed or printed name of signatory

Date

Title

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

Date

Signature of Witness

Date

Attachments

Appendix A (UPC 52284)

Appendix A

Project Number: 0120-000-120

UPC: 52284

Locality: County of Arlington

Project Location ZIP+4: 22203-1825	Locality DUNS# 056285042	Locality Address (incl ZIP+4): 2100 Clarendon Blvd, Suite 813 Arlington, VA 22201-5404
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Project Narrative

Scope: Pedestrian related streetscape improvements on North Glebe Rd (Rte 120)

From: Fairfax Drive

To: North Carlin Springs Road

Locality Project Manager Contact info: Tom Huchings 703-228-3809 thutchings@arlingtonva.us

Department Project Coordinator Contact Info: Kimberly McCool 703-259-1778 kmccool@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	\$380,000	\$380,000	\$68,000	\$246,546
Right of Way & Utilities	\$0	\$0	\$0	\$0
Construction	\$2,415,839	\$2,400,000	\$10,000	\$1,910,000
Total Estimated Cost	\$2,795,839	\$2,780,000	\$78,000	\$2,156,546

Total Maximum Reimbursement / Payment by Locality to VDOT

Total Maximum Reimbursement by VDOT to Locality

\$2,224,000

Project Financing

A	B	C	D	E	F	G	H	I
CMAQ	*CMAQ Local match	FED SEC Aid Escrow	FED SEC Aid Local Match	Local Project Funds	<fund source B>	<fund source D>	<fund source B>	Aggregate Allocations
\$234,400	\$58,600	\$1,989,600	\$497,400	\$15,839				\$2,795,839

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- This project is funded with federal-aid Congestion Mitigation Air Quality (CMAQ) program funds. These funds must be obligated within 24 months of allocation and expended within 48 months of the obligation.
 - Previous \$293,000 Allocation by the CTB, Obligation deadline 7/1/2012, Expenditure deadline 7/1/2016
- This is a limited funds project. Arlington County shall be responsible for any additional funding in excess of allocations.
- This agreement removes Appendix A and supersedes the Agreement and Appendix A signed on August 13, 2006 which included Pedestrian Related Streetscape Improvements on North Glebe Road UPC 52284, project # 0120-000-120.

* Includes \$10,454 previously submitted by Arlington County.

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
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-Aid Projects

Project Number	UPC	Local Government
CBS0-000-752,P101, N501	99518	Arlington County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 2011, by and between the COUNTY BOARD of ARLINGTON COUNTY, 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 the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's 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(s) of each Project shown in 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. 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. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement.

- c. 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.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. 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.
- 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 an up-to-date project summary and 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 Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. 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.
- h. 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.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and 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.

- k. If legal services other than that 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.
 - l. 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.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.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 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 identifies the funding sources for the project, 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.

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 included in an annual or other lawful appropriation. 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 pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. 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.
8. 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 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.
9. 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.f, 1.g., 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.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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.

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 ARLINGTON, VIRGINIA:

Typed or printed name of signatory

_____ Date

Title

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

_____ Date

Signature of Witness

_____ Date

Attachments
Appendix A (UPC 99518)

Project Number: CBS0-000-752, P101,N501
(UPC 99518)

Locality: County of Arlington

Project Location ZIP+4: 22201-4719	Locality DUNS#: 056285042	Locality Address (include ZIP+4): 2100 Clarendon Blvd. S-813 Arlington, VA 22201-5404
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Project Narrative

Scope: Purchase and Installation of Bike Share Stations
From: Various Locations along the Ballston Corridor to
To: Rosslyn Corridor

Locality Project Manager Contact Info: Paul Demaio, paul@metrobike.net, 202-684-8126
 Department Project Coordinator Contact Info: Carol Bondurant, carol.bondurant@vdot.virginia.gov, 703-259-2955

Project Costs and Reimbursement

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	3,000	3,000	0	0
Right-of-Way & Utilities	0	0	0	0
Construction	891,500	891,500	0	0
Total Estimated Cost	894,500	894,500	*3,000	712,900

Total Maximum Reimbursement/Payment by Locality to VDOT	0
Total Maximum Reimbursement by VDOT to Locality	715,600

Project Financing

A	B	C	D	E
CMAQ	CMAQ match Local	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
715,600	178,900			894,500

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- This project is funded with federal-aid Congestion Mitigation and Air Quality (CMAQ) funds. By Appropriations Act, these funds must be obligated within 24 months of CTB allocation and expended within 48 months of the obligation.
 - Previous \$894,500 Allocation by the CTB, obligation deadline 7/1/2012; expenditure deadline 7/1/2016
- This is a limited funds project. Arlington County shall be responsible for any additional funding in excess of allocations.
- *VDOT expenses for Environmental work and authorization for Purchase Order release on existing Arlington County rider based federally procured contract.

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