

May 10, 2022  
Regular Meeting  
Res. No. 22-

**MOTION:**

**SECOND:**

**RE:                AUTHORIZE EXECUTION OF A PROJECT ADMINISTRATION AGREEMENT WITH  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR OVERSIGHT OF THE  
ROUTE 1 (FRALEY BOULEVARD) WIDENING PROJECT – POTOMAC MAGISTERIAL  
DISTRICT**

**ACTION:**

**WHEREAS**, the Route 1 (Fraleley Boulevard) Widening Project (Project) will widen Route 1 through the Town of Dumfries to a six (6) lane facility with pedestrian and bike facilities on the current northbound alignment and convert the current southbound alignment into a two (2) way roadway for local traffic; and

**WHEREAS**, on March 2, 2021, via Resolution Number (Res. No.) 21-135, the Prince William Board of County Supervisors (Board) entered into an agreement with the Town of Dumfries Town Council and a Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTA) for administration and funding over the Project. The County also received \$4,020,492.33 in reimbursable NVTA 70% Regional funding for the design phase; and

**WHEREAS**, on August 3, 2021, via Res. No. 21-467, the Board authorized the execution of an SPA with NVTA and budgeted and appropriated \$44,860,000 to the Project to fund right-of-way activities; and

**WHEREAS**, though Project's design and right-of-way activities are funded entirely with NVTA 70% funding, the Project is considered by the Virginia Department of Transportation (VDOT) as an extraordinary project for its size and complexity and impact on the transportation network, thus, requiring the review and oversight of VDOT subject matter experts for its approval. Authorizing the Project Administration Agreement (Agreement) with VDOT will allow VDOT subject matter experts to perform technical reviews of the project plans during the design and right-of-way phase; and

**WHEREAS**, the Agreement provides a maximum reimbursement of \$442,000 from the County to VDOT for expenses related to oversight and technical review of the Project for design and right-of-way activities. VDOT will request reimbursement of these expenses quarterly, or as needed; and

**WHEREAS**, in order for VDOT to provide oversight of the Project, the Agreement must be executed for VDOT to begin billing the County according to the attached Appendix A billing schedule; and

**WHEREAS**, County staff determined that the Agreement is reasonable and recommends approval;

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**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the execution of a Project Administration Agreement with the Virginia Department of Transportation for oversight of the Route 1 (Fraley Boulevard) Widening Project in the Potomac Magisterial District;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the Transportation Director, or his designee, to execute the attached Agreement, including any appendices to the Agreement, and any other document(s) that are necessary or appropriate to affect the intent of this resolution or the Agreement, and which are approved as to form by the County Attorney's Office.

ATTACHMENT:      UPC 120060 VDOT Administered Locally Funded Project Administration Agreement and Appendix A

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Director of Transportation

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**

**VDOT ADMINISTERED – LOCALLY FUNDED  
PROJECT ADMINISTRATION AGREEMENT**

ATTACHMENT  
May 10, 2022  
Res. No. 22-  
Page 1 of 6

Project Number	UPC	Local Government
0001-212-249	120060	PRINCE WILLIAM COUNTY

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the **COUNTY OF PRINCE WILLIAM, VIRGINIA**, hereinafter referred to as the **LOCALITY** and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the **DEPARTMENT**. The **DEPARTMENT** and the **LOCALITY** are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the **LOCALITY** 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 **LOCALITY** to finance the Project; and

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

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the **DEPARTMENT** and the **LOCALITY** to enter into this Agreement;

NOW THEREFORE, in consideration of the premises 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. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
  4. Notify the LOCALITY 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 LOCALITY prior to performing those activities.
  5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
  2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. 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.
- E. 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.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY 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.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. 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.

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 upon mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**COUNTY OF PRINCE WILLIAM, VIRGINIA:**

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Digital Signature

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:**

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Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Digital Signature

**Attachments**

Appendix A (UPC 120060)  
Appendix B (UPC 120060)

## Appendix B

**Project Number: 0001-212-249 (UPC 120060)      Locality: Prince William County**

Project Scope	
<b>Work Description:</b>	VDOT OVERSIGHT - #SMART22 ROUTE 1 (FRALEY BLVD) WIDENING - VDOT agrees to perform general oversight and technical reviews of locally funded & locally administered PE and RW design plans. VDOT expenditures are as a rate based contract.
<b>From:</b>	0.1 Mile South of Brady's Hill Road
<b>To:</b>	0.2 Mile North of Dumfries Road (Route 234)
Locality Project Manager Contact Info: Hoainam Nguyen, Email: HNguyen@pwcgov.org, Tel: (571) 263-1214 Department Project Coordinator Contact Info: Susie Lu, Email: Susie.Lue@vdot.virginia.gov, Tel: (703) 259-2918	

Detailed Scope of Services
<p>In connection with parent project UPC 119481, VDOT agrees to perform general oversight and technical reviews of locally administered design plans and support services for projects requiring the issuance of a Land Use Permit during the PE and ROW phase and as reasonably requested by the locality.</p> <p>This agreement covers the VDOT staff time used to support the completion of the Route 1 (Fraley Boulevard) widening from Brady's Hill Road to Dumfries Road (Rout 234) project, which is being administered by Prince William County. The VDOT Project Coordinator will serve as the point-of-contact (POC) between County staff and VDOT staff. Services covered by this agreement include the following:</p> <ul style="list-style-type: none"><li>• Oversight of preliminary engineering, right-of-way acquisition, and utility relocation processes.</li><li>• Technical reviews of deliverables prepared by the County's consultant.</li><li>• Coordination of submittals to obtain relevant approvals in compliance with VDOT standards and practices.</li><li>• Communication with the locality, meeting attendance by VDOT POC and staff from technical disciplines as needed.</li><li>• Coordination between VDOT and County staff in support of the locality's public involvement and stakeholder outreach.</li><li>• Administrative tasks such as preparation of financial/accounting documentation and processing</li><li>• Geotechnical work completed by VDOT staff.</li></ul>

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

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LPA Digital Signature - Authorized Locality Official

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VDOT District - Authorized Digital Signature

**VDOT Administered, Locally Funded Appendix A**

Date: 3/18/2022

Res. No. 22-

Project Number: 0001-212-249 UPC: 120060 CFDA# 20.205 Locality: Prince William County

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Project Location ZIP+4: 22026-2580	Locality DUNS #3096740	Locality Address (incl ZIP+4): 5 County Complex Court, Suite 290 Prince William, VA 22192-9201
<b>Project Narrative</b>		
Work Description: VDOT OVERSIGHT - #SMART22 ROUTE 1 (FRALEY BLVD) WIDENING - VDOT agrees to perform general oversight and technical reviews of locally funded & locally administered PE and RW design plans. VDOT expenditures are as a rate based contract.		
From: 0.1 Mile South of Brady's Hill Road		
To: 0.2 Mile North of Dumfries Road (Route 234)		
Locality Project Manager Contact info:		Hoainam Nguyen, Email: HN Nguyen@pwcgov.org, Tel: (571) 263-1214
Department Project Manager Contact Info:		Susie Lu, Email: Susie.Lue@vdot.virginia.gov, Tel: (703) 259-2918

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$427,000
Right of Way & Utilities	\$15,000
Construction	\$0
Total Estimated Cost	\$442,000

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$427,000	Local Funds	100%	\$427,000
Total PE	\$427,000			\$427,000
Right of Way & Utilities	\$15,000	Local Funds	100%	\$15,000
Total RW	\$15,000			\$15,000
Construction				
Total CN				
Total Estimated Cost	\$442,000			\$442,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$442,000
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Project Financing					
Local Funds					Aggregate Allocations
\$442,000					\$442,000

Payment Schedule			
FY 2022			
\$442,000			

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> <li>This is a limited funds project. The locality shall be responsible for all funding and any additional funding in excess of \$442,000.</li> <li>All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.</li> <li>Prince William County is administering the section of the project within the city limits of Dumfries under a Memorandum of Agreement with the City of Dumfries dated March 2, 2021.</li> <li>VDOT oversight costs for the PE and RW phases will be charged to UPC 120060, administrative account for the parent project, UPC 119481. The administrative account, UPC 120060, will be closed once the parent project enters the CN phase. VDOT CN oversight charges will be charged to UPC 119481.</li> <li>The LOCALITY will be billed periodically (every 3 months or as needed) for VDOT oversight cost. The billing will be based on actual expenditures related to VDOT staff charges (and VDOT consultants if applicable) and or related expenses.</li> </ul>	

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

LPA Digital Signature - Authorized Locality Official

VDOT District - Authorized Digital Signature



# 5-G

## 2

May 10, 2022  
Regular Meeting  
Res. No. 22-

**MOTION:**

**SECOND:**

**RE:                AUTHORIZE EXECUTION OF A STANDARD PROJECT AGREEMENT BETWEEN  
PRINCE WILLIAM COUNTY AND THE VIRGINIA DEPARTMENT OF  
TRANSPORTATION FOR CONSTRUCTION OF THE ROUTE 1 (FRALEY BOULEVARD)  
WIDENING PROJECT – POTOMAC MAGISTERIAL DISTRICT**

**ACTION:**

**WHEREAS**, the Route 1 (Fraleley Boulevard) Widening Project (Project) will widen Route 1 through the Town of Dumfries to a six (6) lane facility with pedestrian and bike facilities on the current northbound alignment and convert the current southbound alignment into a two (2) way roadway for local traffic; and

**WHEREAS**, on March 2, 2021, via Resolution Number (Res. No.) 21-135, the Prince William Board of County Supervisors (Board) entered into an agreement with the Town of Dumfries Town Council and a Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTa) for administration and funding over the Project. The County also received \$4,020,492.33 in reimbursable NVTa 70% Regional funding for the design phase; and

**WHEREAS**, on August 3, 2021, via Res. No. 21-467, the Board authorized the execution of a SPA with NVTa and budgeted and appropriated \$44,860,000 to the Project to fund right-of-way activities; and

**WHEREAS**, the Virginia Department of Transportation (VDOT) has submitted a SPA for construction of the Project with an Appendix A that will provide \$50,586,733 in reimbursable federal SMART SCALE funding; and

**WHEREAS**, the SMART SCALE funds will become available to budget and appropriate to the Project in Fiscal Year (FY) 2026; and

**WHEREAS**, to receive the SMART SCALE funds, the County must approve this resolution at this time during the design activity of the Project. The County must adhere to federal and state requirements throughout all activities of the Project and not just the activity covered by federal funding;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby approves the attached Standard Project Agreement between Prince William County and the Virginia Department of Transportation for construction of the Route 1 (Fraleley Boulevard) Widening Project;

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**Regular Meeting**  
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**Page Two**

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the Director of Transportation, or his designee, to execute the attached Standard Project Agreement and any other documents that are necessary to affect the intent of this resolution as approved to form by the County Attorney's Office.

ATTACHMENT:     UPC 119481 VDOT Standard Project Administration Agreement and Appendix A

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Director of Transportation

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
0001-212-249	119481	PRINCE WILLIAM COUNTY

THIS AGREEMENT, is hereby made and executed the date of the last signature set forth below, by and between the **COUNTY OF PRINCE WILLIAM, VIRGINIA**, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

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, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- 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 2 CFR 200.338, Remedies for Noncompliance, 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 33.2-214 or Section 33.2-331 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

\$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- 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; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
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 33.2-1011 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 by their duly authorized signatures below, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**COUNTY OF PRINCE WILLIAM, VIRGINIA:**

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LOCALITY Digital Signature

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:**

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Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

Digital Signature

**Attachments**

Appendix A (UPC 119481)



## Appendix A

Project Number: 0001-212-249 UPC: 119481 CFDA # 20.205 Locality: Prince William County

Project Location ZIP+4: 22026-2580	Locality DUNS #3096740	Locality Address (incl ZIP+4): 5 County Complex Court, Suite 290 Prince William, VA 22192-9201
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## Project Narrative

Work Description:	#SMART22 - ROUTE 1 (FRALEY BOULVARD) WIDENING - Widen Route 1 existing northbound alignment from Brady's Hill Road to Route 234 to 3 lanes each direction with turn lanes, provide 16' raised median, 10' asphalt shared use path, 5' concrete sidewalk, ITS improvements, pedestrian crossing improvements at intersections with traffic signals. Reconstruct & widen Quantico Creek Bridge; replace signals.
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From: 0.1 Mile South of Brady's Hill Road

To: 0.2 Mile North of Dumfries Road (Route 234)

Locality Project Manager Contact info: Hoainam Nguyen, Email: HNguyen@pwcgov.org, Tel: (571) 263-1214

Department Project Coordinator Contact Info: Susie Lu, Email: Susie.Lue@vdot.virginia.gov, Tel: (703) 259-2918

## Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$3,958,000	\$56,716,628	\$116,160,560	\$176,835,188
Estimated VDOT Project Expenses	\$0	\$0	\$200,000	\$200,000
Estimated Total Project Costs	\$3,958,000	\$56,716,628	\$116,360,560	\$177,035,188

## Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$3,958,000	Local Funds	100%	\$3,958,000	\$0	
<b>Total PE</b>	\$3,958,000			\$3,958,000	\$0	
Right of Way & Utilities	\$56,716,628	Local Funds	100%	\$56,716,628	\$0	
<b>Total RW</b>	\$56,716,628			\$56,716,628	\$0	
Construction	\$65,573,827	Local Funds	100%	\$65,573,827	\$0	
	\$50,786,733	Smart Scale (HPP)	0%	\$0	\$50,786,733	
<b>Total CN</b>	\$116,360,560			\$65,573,827	\$50,786,733	\$50,586,733
<b>Total Estimated Cost</b>	\$177,035,188			\$126,248,455	\$50,786,733	\$50,586,733

## Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$50,786,733

## Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$50,586,733

## Project Financing

Local Funds	Smart Scale (HPP)				Aggregate Allocations
\$126,248,455	\$50,786,733				\$177,035,188

## Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual.
- This is a limited funds project. The LOCALITY shall work in conjunction with the Town of Dumfries to provide any additional funding in excess of \$50,786,733.
- Prince William County is administering the section of the project within the city limits of Dumfries under a Memorandum of Agreement with the City of Dumfries dated March 2, 2021.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT oversight costs for the PE and RW phases will be charged to UPC 120060, administrative account for the parent project, UPC 119481. The administrative account, UPC 120060, will be closed once the parent project enters the CN phase. VDOT CN oversight charges will be charged to UPC 119481.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other Projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended
- This Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

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



## **STAFF REPORT**

<b>Board Meeting Date:</b>	May 10, 2022
<b>Agenda Title:</b>	Authorize Execution of a Project Administration Agreement with the Virginia Department of Transportation for Oversight of the Route 1 (Fraley Boulevard) Widening Project and Authorize Execution of a Standard Project Agreement Between Prince William County and the Virginia Department of Transportation for the Construction of the Route 1 (Fraley Boulevard) Widening Project
<b>District Impact:</b>	Potomac Magisterial District
<b>Requested Action:</b>	Authorize execution of the agreements.
<b>Department / Agency Lead:</b>	Department of Transportation
<b>Staff Lead:</b>	Ricardo Canizales, Director

### **EXECUTIVE SUMMARY**

The Route 1 (Fraley Boulevard) Widening Project (Project), located within the Town of Dumfries, will widen Route 1 from Brady's Hill Road (Route 1109) to Dumfries Road (Route 234) to a six (6) lane median divided facility with sidewalk and shared use path. This Project is currently in the design and preliminary engineering phase.

The Project's design and right-of-way activities are fully funded by Northern Virginia Transportation Authority (NVTA) 70% funds. The Virginia Department of Transportation (VDOT) has submitted two (2) separate agreements, UPC 120060 and UPC 119481. UPC 120060 is an oversight agreement that provides a maximum reimbursement of \$442,000 from the County to VDOT for oversight costs related to design and right-of-way activities.

VDOT also submitted UPC 119481, a Standard Project Agreement (SPA) for local administration of construction activities as it relates to the Project. Although UPC 119481 provides \$50,586,733 in federal SMART SCALE funding, the funds are not available until Fiscal Year (FY) 2026. Once the funding becomes available, the Department of Transportation (PWC DOT) will return to the Prince William Board of County Supervisors (Board) to budget and appropriate the funding.

Both agreements must be approved by the Board as close together as possible due to federal and state requirements for receiving SMART SCALE funding.

It is the recommendation of County staff that the Board authorize execution of a Project Administration Agreement with the Virginia Department of Transportation for oversight of the Route 1 (Fraleley Boulevard) Widening Project and authorize execution of a Standard Project Agreement between Prince William County and the Virginia Department of Transportation for the construction of the Route 1 (Fraleley Boulevard) Widening Project in the Potomac Magisterial District.

## **BACKGROUND**

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The Project will widen Route 1 to a six (6) lane median divided facility with pedestrian and bike facilities from Brady's Hill Road (Route 1109) to Dumfries Road (Route 234). This Project is located mainly in the Town of Dumfries where Route 1 is named Fraleley Boulevard. Currently, Route 1 Northbound and Southbound in the Town are on separate alignments. The Project widens Route 1 Northbound from a two (2) lane undivided roadway to a six (6) lane divided roadway. Route 1 Southbound will convert to a two (2) way roadway to serve local traffic as a main street for the Town of Dumfries (Town). This Project has received federal, state, and regional NVTAF funds and is currently in the design and preliminary engineering phase.

Due to the large scope and complexity of the Project, the Town requested the County assume administration of the Project. VDOT and County staff concurred with the requested action, as the County has the experience and resources to successfully administer the Project. Additionally, the Project is of significant benefit to County residents and County administration of the Project will ensure the widening will be consistent with completed and planned projects widening Route 1 within County boundaries. The Town Council voted unanimously by resolution on January 19, 2021, supporting the agreement between the Town and the County for administration of the Project. The agreement with the Town acknowledges that the County may have to use its eminent domain powers to acquire required property interests from more than sixty (60) parcels within the town limits that will be impacted by the Project.

The Dumfries Planning Commission reviewed and approved the widening of Route 1 (Fraleley Boulevard) through the Town of Dumfries as part of the Town's Comprehensive Plan approved July 8, 2014 and amended November 2020. The Planning Commission reviewed this Project and recommended it for approval to the Board at its March 23, 2022 meeting as part of the FY 2023 Capital Improvement Program (CIP). The Board adopted the FY 2023 CIP at its April 26, 2022 meeting. The route connects to other County projects to the north and south and the proposed Project is in line with the County's designation.

The Project's design and right-of-way activities are fully funded by NVTAF 70% funds. On March 2, 2021, via Resolution Number (Res. No.) 21-135, the Board authorized the execution of separate agreements between the County and the Town for administration and the County and NVTAF for funding of the Project. The resolution provided the County with \$4,020,492.33 in reimbursable NVTAF funding for design activities. On August 3, 2021, via Res. No. 21-467, the Board authorized the execution of an SPA with NVTAF for the Project and budgeted and appropriated \$44,860,000 to the Project to support its right-of-way activities.

VDOT has submitted two (2) separate agreements, UPC 120060 and UPC 119481. The Project is an extraordinary project for its size and complexity and impact on the transportation network, thus, requiring the review and oversight of their subject matter experts for its approval. Authorizing the Project Administration Agreement with VDOT will allow VDOT subject matter experts to perform technical reviews for the Project's design and right-of-way activities. UPC 120060 is an oversight agreement that provides a maximum reimbursement of \$442,000 from the County to VDOT for oversight costs related to design and right-of-way activities.

VDOT also submitted UPC 119481, which is a SPA for local administration of construction activities as it relates to the Project. Although UPC 119481 provides \$50,586,733 in federal SMART SCALE funding, the SMART SCALE funds are not available until FY 2026. The PWC DOT will return to the Board to budget and appropriate the funding when it is available. As the Project is receiving federal SMART SCALE funding for construction activities, VDOT and Federal Highway Administration requires that an agreement be in place at the start of design activities. This ensures that the County is adhering to all SMART SCALE requirements as well as other related federal requirements such as the National Environment Protection Act and the Uniform Act for right-of-way acquisition. Although the County is not seeking federal reimbursement for design and right-of-way activities, the County must adhere to State Locally Administered Project requirements, despite not needing federal authorization for those activities.

## **STAFF RECOMMENDATION**

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It is the recommendation of County staff that the Board authorize the execution of a Project Administration Agreement with VDOT for oversight of design and right-of-way activities as it relates to the Project and the execution of a SPA between the County and VDOT for construction activities as it relates to the Project.

### **Service Level / Policy Impact**

This Project furthers the County's Strategic Plan by impacting the following Action Strategies:

- Resilient Economy 1:C – Expand transportation options that make it easier to travel into, out of, and around Prince William County;
- Environmental Conservation 1:A – Prioritize minimizing land disturbance during construction and leaving natural terrain in a natural state. When not feasible, evaluate alternatives such as tree-banking programs;
- Transportation and Mobility 1:C – Enhance local, state, regional, and federal partnerships to identify resources and leverage funding for mobility projects and initiatives;
- Transportation and Mobility 2:A – Improve connectivity of sidewalk and trails (paved and unpaved) for pedestrians and cyclists;
- Transportation and Mobility 4:D – Prioritize critical infrastructure projects that expand roadway capacity through the construction of new roadways or widenings, and new interchanges that support both local and regional mobility and sustainable growth.

### **Fiscal Impact**

The County currently has a total budget of \$48,880,492 appropriated to the Project, which is sufficient to fund the VDOT oversight costs not to exceed \$442,000. The PWC DOT will return to the Board to budget and appropriate the \$50,586,733 SMART SCALE funding when it becomes available in FY 2026. NVTA is scheduled to provide \$78,000,000 for construction funding in FY 2024. Based on the funding schedule summarized below, the Project will be fully funded in FY 2026.

<b>Estimated Prince William County Project Budget and Appropriation by Fiscal Year</b> <i>Values in Thousands of Dollars</i>							
<b>Funding Sources</b>	<b>Prior Allocations</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>Total Estimate</b>
VDOT						\$50,586	<b>\$50,586</b>
NVTA	\$4,020	\$44,860		\$78,000			<b>\$126,880</b>
<b>Total Estimate</b>	<b>\$4,020</b>	<b>\$44,860</b>		<b>\$78,000</b>		<b>\$50,586</b>	<b>\$177,466</b>

### **Legal Impact**

The Board has the legal authority to authorize the execution of these agreements with VDOT.

### **STAFF CONTACT INFORMATION**

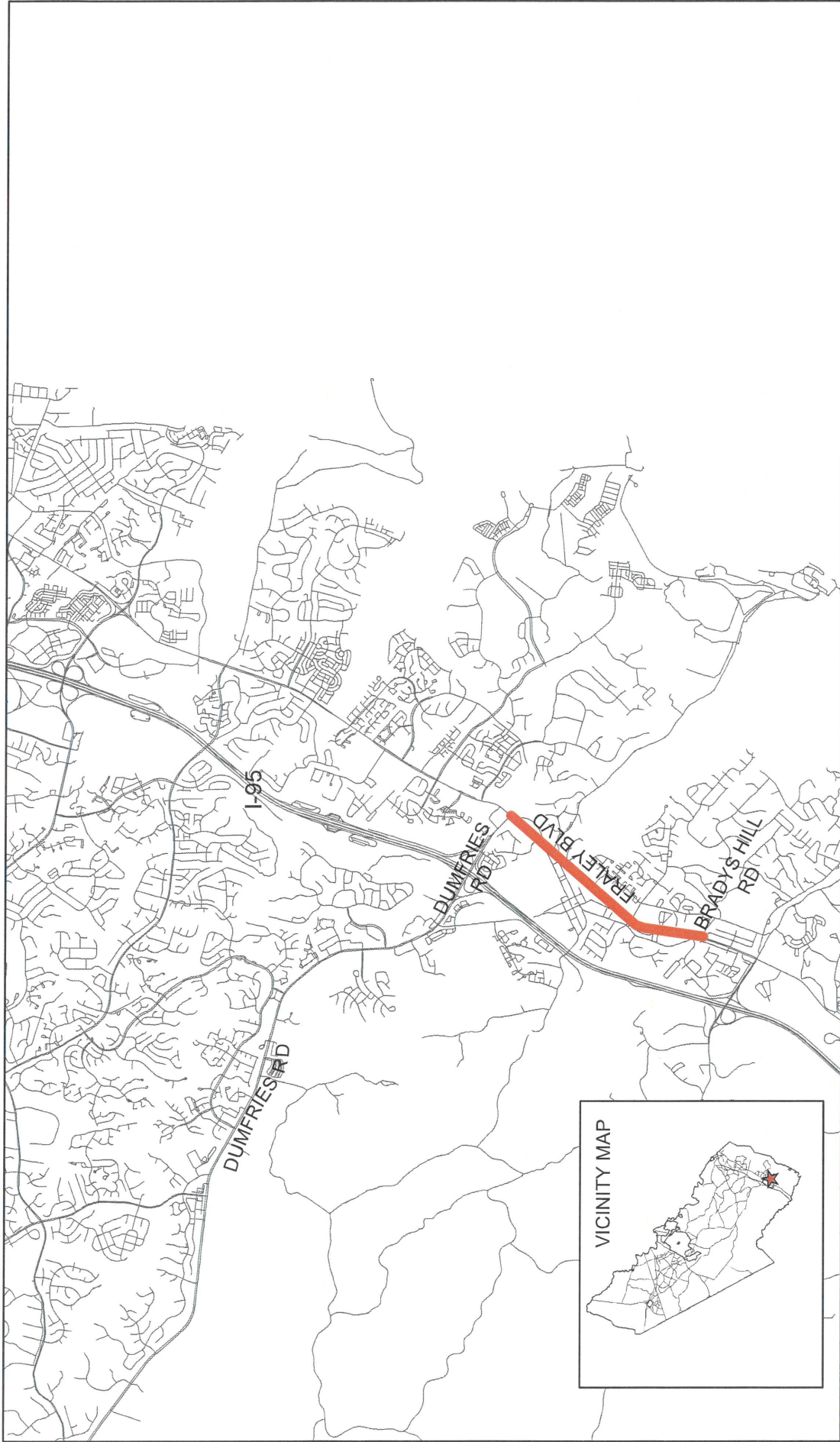
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bcarbajal@pwcgov.org

### **ATTACHMENT**

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Vicinity Map – Route 1 (Fraley Blvd)



FRALEY BLVD IMPROVEMENTS

MAY 10, 2022