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**AGREEMENT BETWEEN
THE THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
AND STANARDSVILLE AREA REVITALIZATION (*STAR*)**

PURPOSE OF AGREEMENT:

The purpose of this agreement is to establish the roles and responsibilities of the Thomas Jefferson Planning District Commission as Sponsor and *STAR* as Project Manager for the administration and implementation of the Stanardsville TEA-21 projects.

PARTIES TO AGREEMENT:

Stanardsville Area Revitalization
(*STAR*)
Don Pamenter, President
P.O. Box 838
Stanardsville, VA 22973
(434) 990-1958
dmpamenter@embarqmail.com

Thomas Jefferson Planning District
Commission (TJPDC)
Billie Campbell, Chief Operating Officer
401 E. Water Street, P.O. Box 1505
Charlottesville, VA 22902-1505
434-979-7310/Fax: 434-979-1597
bcampbell@tjpd.org

PERIOD OF AGREEMENT:

The agreement covers the period from July 21, 2008 to June 30, 2011. The end date may be extended if agreed to in writing by both parties.

PROJECT DESCRIPTION

The Virginia Department of Transportation has approved three TEA-21 projects. This agreement anticipates that these will be combined into a single project and contract with VDOT. The projects include:

1. Providing safety crosswalks between the school complex and the shopping center
2. Upgrading Main Street's sidewalks, lighting and commercial attractiveness.

FUNDS AVAILABLE:

Funds available for the administration and implementation of the two projects total \$843000, consisting of \$674,000 from the Virginia Department of Transportation (VDOT) and \$169,000 in local matching funds to satisfy the 20% match requirement. Out of the total project funding, a maximum of \$85,000 is available for soft costs, including preparing RFPs, interviewing bidders, selecting service providers, negotiating contracts, gaining VDOT approval of contracts, ensuring compliance of contractors with contract and VDOT terms, preparing required TEA-21 documentation for VDOT, validating contractor invoices, paying contractors, submitting required TEA-21 documentation and requests for reimbursement to VDOT, and responding to VDOT enquiries and pursuing late or partial reimbursements.

RESPONSIBILITIES:

STAR

1. *STAR* will serve as the project manager for the three TEA-21 projects.
2. *STAR*, with its consultants, will assume responsibility for the State Environmental Review Process (SERP).
3. *STAR* will issue requests for proposals (RFPs) in accordance with VDOT regulations from qualified consultants able to administer and manage its TEA-21 grants.
4. *STAR*, with its consultants, will issue bid documents for project construction, review all responsive bids, select contractors, and execute contracts with selected firms, with approval from VDOT.
5. *STAR*, with its consultants, will conduct site visits to verify that construction progress is commensurate with payment requests.
6. *STAR*'s Executive Director, with the support of its consultants, will prepare all the paperwork required by VDOT for compliance and reimbursement on TEA-21 grants. Documentation must include copies of related vendor invoices, to-date project summary schedule tracking payment requests and adjustment, and certification that all project activities have been performed in accordance with all federal, state, or local laws and regulations.
7. *STAR* will deliver the necessary documentation to TJPDC, semi-monthly or monthly, for its review and submission to VDOT.
8. *STAR* will transfer \$168,000 from local matching commitments to TJPDC for deposit into TJPDC's bank account at the outset of this contract. These funds will be used to for cash flow to cover the 'float' between payment of contractor invoices and VDOT reimbursement and will be drawn down as the project progresses to satisfy the 20% local-matching requirement of TEA-21 grants.
9. *STAR*, on behalf of the Town of Stanardsville, will apply for additional VDOT and/or other funding to ensure that the projects have sufficient funds to be fully and successfully implemented.

TJPDC

1. TJPDC will assume the contractual role of Sponsor (fiscal agent and responsible authority) for the two TEA-21 projects. As such, TJPDC will enter into an agreement with VDOT for project administration, assuming responsibility for all activities necessary to complete the projects, except for the State Environmental Review Process (SERP). Each project shall be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials (AASHTO) standards or supplementary standards approved by VDOT.
2. TJPDC will receive prior written authorization from VDOT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each project.
3. TJPDC will maintain accurate and complete records of the project, make documents available for VDOT audit, and retain records for three years following project closeout.
4. TJPDC will set up the *STAR* grant as a project in its accounting system to track revenue and expenditures.
5. TJPDC will participate in the selection of appropriate consultants, engineers and contractors as requested by *STAR*.
6. TJPDC will review the documentation prepared by *STAR* and its consultant, to ensure the accuracy and completeness of the material.

7. TJPDC will pay the contractors for work on the project within 15 days of receipt of acceptable documentation.
8. TJPDC will sign and submit the reimbursement request to VDOT after verifying the accuracy and completeness of the documentation. The paperwork will include compliance documentation and requests for reimbursement. The request will include a fee of 2% of the draw for TJPDC administrative work.
9. TJPDC will receive the reimbursement from VDOT by electronic transfer directly into its bank account.
10. TJPDC will provide \$1,000 of local matching funds toward these projects.
11. TJPDC will retain 2% of funds drawn as an administrative expense.
12. TJPDC will provide monthly financial reports to *STAR* showing expenditures and revenue for the projects, within 30 days of the end of the month. Revenue will include draws against the \$169,000 of local funds to satisfy the 20% local matching requirement. Unused local funds will be tracked as deferred revenue.
13. TJPDC will provide a copy of its audit to VDOT.

JOINT RESPONSIBILITIES

1. TJPDC and *STAR* will define detailed procedures to meet VDOT regulations, accommodate the needs and capabilities of TJPDC and *STAR*, and minimize the risks to TJPDC.
2. *STAR* will work with all its partners, including TJPDC, to define an implementation strategy that will phase the work in a conservative manner that will minimize the possibility of cost overruns.
3. TJPDC and *STAR* will work with VDOT to estimate costs to be incurred by VDOT and to develop a plan to minimize those costs and the potential for any cost overruns.

ADDITIONAL SERVICES

Any services beyond those required to develop procedures, verify the accuracy and completeness of documentation, and process payments and reimbursement requests related to the two TEA-21 grant projects, will be additional services to this contract. TJPDC will submit written understanding of the additional tasks prior to undertaking additional work. Costs for additional services will be on a reimbursement basis for actual costs, unless otherwise identified in the written description of the tasks.

PAYMENT

STAR will transfer \$168,000 to TJPDC prior to executing any agreements for administration, engineering or construction.

TJPDC will include an administrative fee of 2% of funds drawn in requests for reimbursement to VDOT. TJPDC will retain these funds as payment for administrative services required under this contract.

TJPDC will return any unused portion local funds provided by *STAR* in excess of the match required upon successful completion of the project and closeout with VDOT.

INDEMNIFICATION AND HOLD HARMLESS

To the extent authorized by law, *STAR* agrees to indemnify and hold harmless the TJPDC, its officers, agents, and employees, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of *STAR*, its subcontractors and their agents and employees.

AMENDMENT

This Agreement may not be modified, except by written agreement of the parties signed by the duly authorized officers of the parties.

Accepted by:

Thomas Jefferson Planning District Commission (TJPDC)

By: _____
Billie Campbell, Chief Operating Officer

Date

STAR

By: _____
Don Pamentor, President

Date