

# Caroline County Board of Supervisors Agenda Executive Summary

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**Meeting Date:** March 22, 2022

**Title:** R9/22 – Resolution in Regard to Signage Replacement  
on U.S. Route 1  
VDOT Project 0001-016-652, UPC 120617

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*(Check Mark)*

Consent

Action

No Action (Information Only)

Resolution

Closed Meeting

Public Hearing

Ordinance

PowerPoint Presentation

**Summary:** As a result of the General Assembly directive requiring localities rename Jefferson Davis Highway, all signage within the County must be replaced to reflect the change to U.S. Route 1.

Localities are required to fund the replacement and the cost to the County is \$3,968.

Attached for the Board's consideration is a resolution and an agreement with VDOT for project administration & installation.

**Budget Impact:** N/A.

**Action(s) Requested of the Board of Supervisors:** If the Board is agreeable, the appropriate action would be to adopt R9/22 and execute the project administrative agreement.

# Caroline County, Virginia

## Board of Supervisors



Caroline County, VA



Jeffrey S. Black  
*Western Caroline District*

Clayton T. Forehand  
*Madison District*

Nancy L. Long  
*Port Royal District*

Jeffery M. Sili  
*Bowling Green District*

Floyd W. Thomas  
*Mattaponi District*

Reginald L. Underwood  
*Reedy Church District*

Charles M. Culley, Jr.  
*County Administrator*

### RESOLUTION R 9/22

#### A RESOLUTION TO IN REGARD TO SIGNAGE REPLACEMENT ON U.S. ROUTE 1- PROJECT 0001-016-652, UPC 120617

**WHEREAS**, Caroline County adopted Resolution R16/21 renaming Jefferson Davis Highway to U.S. Route 1 to comply with the directive of the Virginia General Assembly; and;

**WHEREAS**, Caroline County requests that the Virginia Department of Transportation (VDOT) administer the U.S. Route 1 Signage Replacement, Project 0001-016-652, UPC 120617; and;

**WHEREAS**, funds in the amount of \$3,968.00 have been allocated to finance the Project (Appendix A); and;

**WHEREAS**, Caroline County has requested that VDOT design and construct the Project in accordance with the scope of work described in Appendix B; and

**WHEREAS**, the Board of Supervisors is authorized to designate an agent to represent the Board of Supervisors on matters related to project administration and agreements with VDOT for the U.S. Route 1 Signage Replacement, Project 0001-016-652, UPC 120617

**NOW THEREFORE BE IT RESOLVED**, the Caroline County Board of Supervisors on this 22<sup>nd</sup> day of March, 2022, does hereby enter into agreement with the Virginia Department of Transportation for U.S. Route 1 Signage replacement as described in the attached Locally Funded Project Administration Agreement; and

**BE IT FURTHER RESOLVED**, the Caroline County Board of Supervisors does hereby designate the County Administrator as the signature authority on behalf of the Board of Supervisors for the Standard Project Administration Agreement for the U. S. Route 1 Signage Replacement, Project 0001-016-652, UPC 120617; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be forwarded to the Virginia Department of Transportation (VDOT) Residency Administrator.

Adopted this 22<sup>nd</sup> day of March, 2022

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman of the Board

*"Committed To Service, Dedicated To The People"*

212 North Main Street, P. O. Box 447, Bowling Green, Virginia 22427

(804)633-5380 – Telephone (804)633-4970 – Fax

[www.co.caroline.va.us](http://www.co.caroline.va.us)

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

Project Number	UPC	Local Government
0001-016-652	120617	CAROLINE COUNTY

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF CAROLINE, 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 as of the day, month, and year first herein written.

COUNTY OF CAROLINE, 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:**

\_\_\_\_\_  
Chief of Policy  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A – UPC 120617

Appendix B – UPC 120617

**VDOT Administered, Locally Funded Appendix A**

Date: 2/1/2022

Project Number: 0001-016-652 UPC: 120617 CFDA# N/A Locality: Caroline County

Project Location ZIP+4: <u>22427-0000</u>	Locality DUNS # <u>052150158</u>	Locality Address (incl ZIP+4): <u>P.O. Box 447</u> <u>Bowling Green, VA 22427-0424</u>
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**Project Narrative**

Work Description: **SIGNAGE REPLACEMENT - ROUTE 1 - CAROLINE COUNTY**  
Sign replacement at various locations along Route 1 in Caroline County as a result of name change initiative (House Bill 2075)

From: Various Locations - Route 1

To: Various Locations - Route 1

Locality Project Manager Contact info: Mike Finchum mfinchum@co.caroline.va.us (804) 633-4303

Department Project Manager Contact Info: Richard Spurlock richard.spurlock@vdot.virginia.gov (540) 899-4302

**Project Estimates**

Phase	Estimated Project Costs
Preliminary Engineering	\$0
Right of Way & Utilities	\$0
Construction	\$3,968
<b>Total Estimated Cost</b>	<b>\$3,968</b>

**Project Cost**

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering				
Total PE				
Right of Way & Utilities				
Total RW				
Construction	\$3,968	Local Funds	100%	\$3,968
Total CN	\$3,968			\$3,968
<b>Total Estimated Cost</b>	<b>\$3,968</b>			<b>\$3,968</b>

**Total Maximum Reimbursement / Payment by Locality to VDOT**

**\$3,968**

**Project Financing**

Local Funds	Aggregate Allocations
\$3,968	\$3,968

**Payment Schedule**

FY 2022
\$3,968

**Program and Project Specific Funding Requirements**

- This is a limited funds project. The locality shall be responsible for all funding and any additional funding in excess of \$3,968.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- **After Agreement execution, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of \$3,968 to VDOT, no later than 30 days after receipt of VDOT's invoice, and prior to the occurrence of any Construction work.**

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 and Date

\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Typed or printed name of person signing

## Appendix B

**Project Number: 0001-016-652 UPC: 120617      Locality: Caroline County**

<b>Project Scope</b>	
<b>Work Description:</b>	SIGNAGE REPLACEMENT – ROUTE 1 – CAROLINE COUNTY Sign replacement at various locations along Route 1 in Caroline County as a result of name change initiative (House Bill 2075)
<b>From:</b>	Various Locations – Route 1
<b>To:</b>	Various Locations – Route 1
Locality Project Manager Contact Info: Mike Finchum mfinchum@co.caroline.va.us (804) 633-4303	
Department Project Coordinator Contact Info: Richard Spurlock richard.spurlock@vdot.virginia.gov (540) 89-4302	

<b>Detailed Scope of Services</b>
Replacement of signage at various locations along Route 1 in Caroline County as follows: Ladysmith Rd / Quantity: 2 / 17" X 72" / Mast Arm WB Rte. 207 640' From Rte. 1 / Quantity: 1 / 30" X 60" Rte. 1 NB @ Rte. 632 / Quantity: 1 / 12" X 36"

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

\_\_\_\_\_  
LPA Digital Signature - Authorized  
Locality Official

\_\_\_\_\_  
VDOT District - Authorized Digital Signature