

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
AGREEMENT FOR THE WEST VIRGINIA UNIVERSITY  
WEST VIRGINIA TECHNICAL CENTER**

**STATE PROJECT: T699-SPR-350**

**THIS AGREEMENT**, executed in triplicate, made and entered into this 25 day of September, 2017, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called "**DEPARTMENT**" and the **WEST VIRGINIA UNIVERSITY**, hereinafter called "**WVU**".

**WITNESSETH** that,

**WHEREAS, DEPARTMENT** desires to utilize the aid and assistance of **WVU** regarding the preparation of research studies and performance of other activities related to the planning, design, construction, management and maintenance of the West Virginia highway system, for which the **DEPARTMENT** may not have sufficient resources or expertise to complete in a timely manner; and

**WHEREAS, DEPARTMENT** and **WVU** consider it to be in the public interest to participate in this project, which provides a safe and efficient transportation system; and

**NOW THEREFORE**, in consideration of the faithful performance of the mutual agreements hereinafter set forth, the **DEPARTMENT** and **WVU** agree as follows:

- A. That **WVU** shall provide all labor, materials and equipment and sub-professional and professional services necessary to scan 225,000 plan sheets or an estimated 3,750 highway books during a three-year period. The majority of work is to scan all existing Right of Way and Bridge plans not previously scanned. Other tasks include adding select digital highway plan sets already scanned by the District Offices, enhance the Highway Plans Locator to perform spatial queries, and improve the cross-referencing of specific plan sets by linking other highway databases such as the bridge BARS # database to the scanning database. The work to be performed by WVU under this Agreement is more fully explained in WVU's proposal, dated August

1, 2017, which is hereby incorporated by reference and made part of this Agreement.

That **WVU** shall scan all documents utilizing ESRI ArcGIS Server and Microsoft SQL Server database software. A web application (<http://www.mapwv.gov/dotplans>) developed using the ArcGIS JavaScript API and PHP allows users to search the collection. Virtualized servers and a Storage Area Network (SAN) are used for storing the application, databases, and scanned images. Refer to the System Technical Document for more detailed information.

That **WVU** shall organize the scanning project into seven work tasks and deliverables:

- Task 1: Scan Highway Plan Sheets
- Task 2: Add Digital Plan Sets from District Offices
- Task 3: Web App Enhancement: Upgrade Highway Plans Locator to Query by Geographic Location
- Task 4: Web App Enhancement: Develop Cross-Walks between Scanning & Other DOH Databases
- Task 5: Provide Project Management Services
- Task 6: Provide System Administrative Services
- Task 7: Provide Project Reports and Outreach Services

The above scope of work is to hereafter be referred to as "PROJECT".

- B. That the total eligible project cost as set by this Agreement is six hundred fourteen thousand three hundred eighteen dollars (\$614,318) from Federal State Planning and Research Funds (hereinafter "**SPR** funds"); the amount of funds available for reimbursement from **DEPARTMENT** shall be one hundred percent (100%) of the funds expended by **WVU** for eligible project costs, up to a maximum reimbursement of six hundred fourteen thousand three hundred eighteen dollars (\$614,318). **WVU** will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible project cost as set by this Agreement.
- C. That **WVU** may submit invoices to **DEPARTMENT** on, at most, a monthly basis. **WVU** must certify that the invoices properly represent approved work that has been satisfactorily completed. Each invoice must be accompanied by an up-to-date progress report detailing work undertaken and percentage of completion that reflects the reimbursement sought.

- D. **WVU** confirms that it has both the legal authority to apply for Federal assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the **PROJECT** described in this Agreement.
- E. **WVU** shall not begin work, or cause any work to begin, for which costs **WVU** intends to seek reimbursement, until such time that **WVU** receives written notice to proceed from **DEPARTMENT**.
- F. **WVU** agrees, as between **DEPARTMENT** and **WVU**, that **WVU** shall be responsible for any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligations arising out of or in any manner connected with the work performed by **WVU**, its agents, employees or contractors, under this Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or the negligence of **WVU**, its employees, agents or contractors.
- G. **WVU** shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, either personal or organizational conflict of interest, or personal gain.
- H. **WVU** shall comply with and ensure compliance with all Federal Statutes relating to the Anti-Lobbying Requirement, Pub. L. 101-121, Section 319, 31 U.S.C. § 1352, that prohibits the recipient, or any lower tier sub recipients, of a Federal contract, grant, loan or cooperative Agreement from expending Federal funds to pay any person for influencing or attempting to influence a Federal agency or the Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan or the entering into of any cooperative Agreement.
- I. **WVU** agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. **WVU** shall be responsible for insuring that its consultant(s) and/or contractor(s)/subcontractor(s) maintain all books, document papers, records, supporting cost proposals, accounting records, payroll records and other evidence pertaining to costs incurred on the **PROJECT**, and shall make such materials available at all reasonable times during the contract period and for three (3) years after the date of **DEPARTMENT'S** closing of the project, for inspection and/or audit by **DEPARTMENT**, Federal Highway Administration,

or any other authorized representative of either the State or Federal government.

- J. **WVU**, unless otherwise noted agrees to complete **PROJECT** within three (3) years after the date the notice to proceed is issued by **DEPARTMENT**. Failure to meet this deadline, without good and acceptable cause, may cancel **DEPARTMENT'S** participation in this **PROJECT**, at the sole discretion of **DEPARTMENT**, and any remaining funds may be forfeited by **WVU**. It is the express responsibility of **WVU** to inform **DEPARTMENT**, in an expeditious manner, if any condition arises which may result in this deadline not being met.
- K. **WVU**, if it is a non-Federal entity and has received five hundred thousand dollars (\$500,000) or more in Federal funds in the prior fiscal year, shall furnish to **DEPARTMENT** a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular No. A-133.
- L. **WVU** shall recognize both **DEPARTMENT** and the Federal Highway Administration in all press releases, announcements, brochures, websites and/or literature concerning the **PROJECT**.
- M. **WVU** shall ensure that:
  - a. No person, on the grounds of age, race, religion, color, sex, national origin or disability shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the use of said **PROJECT**.
  - b. Discrimination against the public shall not be practiced in accommodations operated within the area of use.
  - c. The property shall be used in compliance with all other requirements imposed by **DEPARTMENT** pursuant to Title 49, CFR, Part 21, and as said regulation may be amended.
- N. **WVU** shall comply, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s), with the provisions of the West Virginia Prevailing Wage Code regarding labor standards for Federally assisted construction, the Copeland "Anti-Kickback" Act (40 U.S.C. § 276C and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), "Equal Employment Opportunity" Executive Orders 11246 and 11375 and 41 CFR 60, the Drug Free Workplace Act of 1988, the "Buy American" requirements concerning the purchase of steel for Federally funded

projects (23 CFR 635.410 (b), Worker Visibility Regulations that require that all persons working within the right-of-way of a Federal Aid Highway wear highly visible safety apparel that meets the Performance Class 2 or 3 requirements of ANSI/ISEA 107-204 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear," and if applicable Davis-Bacon Act Wage Codes (40 U.S.C. §§ 276a to 276a-7).

- O. **WVU** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all Federal statutes, executive orders, rules, and regulations regarding the "Americans With Disabilities Act," 28 CFR 35 and 29 CFR 1830 and with the "General Prohibitions Against Discrimination," 28 CFR 35 and all other regulations under Title II of "The American With Disabilities Act" which are applicable.
- P. It is the policy of **DEPARTMENT** that Disadvantaged and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.
- Q. **WVU** shall administer all contracts/subcontracts and be responsible for insuring that all work shall be performed and purchases made in a manner satisfactory to **DEPARTMENT** and in accordance with this Agreement, and all Federal and State laws, rules, regulations, executives orders, policies and procedures.
- R. **WVU** acknowledges and agrees that **DEPARTMENT** and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purpose(s):
  - a) the copyright of any work developed under this grant, sub grant or contract under this grant or sub grant; and
  - b) any rights of copyright to which a grantee, sub grantee, consultant, or contractor acquires or purchases ownership with support from this grant.
- S. **DEPARTMENT** shall bear one hundred percent (100%) of all administrative costs incurred by **DEPARTMENT**, such as reviewing and processing invoices from **WVU**.
- T. **WVU** acknowledges and agrees that failure to adhere to and comply with, and ensure compliance by its consultant(s), contractor(s) and subcontractor(s) with any item in the attached Project Agreement may result

in the cancellation, by the **WVU**, of the project. Prior to any cancellation, **WVU** shall be provided with a written notice of any alleged violation and allowed a reasonable opportunity to cure said violation.

- U. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
  - a. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - b. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- V. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination, Department shall be liable only for reimbursement, in accordance with the terms of this Agreement, for work performed or costs irrevocably obligated prior to the effective date of termination.
- W. All published reports of projects funded with Federal monies will, unless stated otherwise in the project Agreement, containing the following statements on the front piece:
  - (a) "The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State or the Federal Highway Administration. This report does not constitute a standard, specification, or a regulation. Trade or manufacturers' names which may appear herein are cited only because they are considered essential to the objectives of the report. The United States Government and the state of West Virginia do not endorse products or manufacturers," and,
  - (b) "Prepared for the West Virginia Department of Transportation, Division of Highways, in cooperation with the US Department of Transportation, Federal Highway Administration."

**IN WITNESS WHEREOF**, the parties hereto have caused their respective names to be signed by their duly authorized officers.

**WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION,  
DIVISION OF HIGHWAYS**

**ATTESTED BY:**

Gregory Bailey  
(signature)

Suzanne M. Redner  
(signature)

for STATE HIGHWAY ENGINEER  
(title)

Office Assistant II  
(title)

**WEST VIRGINIA UNIVERSITY  
WEST VIRGINIA GIS TECHNICAL  
CENTER**

**ATTESTED BY:**

John T. Childress  
(signature)

John T. Childress  
Director, Off. Sponsored Programs

(title)

Rachel Hunbush  
(signature)

Rachel Hunbush, Grant Specialist  
(title)

(To be executed in triplicate)

Distribution:

Master File

Legal File

West Virginia University GIS Technical Center

APPROVED AS TO FORM THIS  
14th DAY OF September 2017

BOA  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF HIGHWAYS