

**MISCELLANEOUS TRANSPORTATION PROJECTS
TOWN OF BRIDGEVILLE
SUSSEX COUNTY
AGREEMENT**

This **MISCELLANEOUS TRANSPORTATION PROJECTS TOWN OF BRIDGEVILLE SUSSEX COUNTY AGREEMENT** (“the **AGREEMENT**”) made this _____ day of _____ 2026 by and between the state of Delaware, Department of Transportation, acting by and through the Community Transportation Fund (CTF) Coordinator, (hereinafter referred to as “**DeIDOT**”), and the Town of Bridgeville, acting by and through Darrynn Harris, President, Town Council (hereinafter referred to as “**TOWN**”)-.

WHEREAS, DeIDOT’s Annual Capital Improvement Program as approved in the FY26 Bond Bill, provides funding in the amount of Sixty One Thousand Nine Hundred Seven Dollars (\$61,907) for the following Miscellaneous Transportation Traffic Safety Vehicles Project:

1. \$61,907 Bridgeville Vfc/Town Of Bridgeville - N. Main Street From 101 N. Main Street To Bridgeville Fire Company (Vanderwende, Wilson) (hereinafter the “**PROJECT**”)

WHEREAS, the purpose of these funds is to provide for improvements to transportation related projects dedicated to public use at **TOWN**, and

WHEREAS, these improvements fall within the jurisdictional provinces of **TOWN** rather than **DeIDOT**,

NOW THEREFORE, DeIDOT and **TOWN**, in consideration of the mutual promises made below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree and contract as follows:

SECTION I

TOWN shall be fully responsible for complying with all relevant state, federal and local laws, for example Americans with Disability Act compliance and federal requirements in relation to railroad crossings.

SECTION II

TOWN agrees to the following terms:

- A. **DeIDOT** is not responsible for the maintenance of the improvements which are the subject of this **AGREEMENT**.
- B. These funds will only be expended for the **PROJECT** previously noted in this **AGREEMENT**. Any changes to the scope of work, location or cost of the **PROJECT** will require an amendment to the **AGREEMENT**.
- C. **TOWN** will comply with the **TOWN** charter or ordinances regarding advertising and awarding of contracts. If there are no such provisions, **TOWN** will comply with state procurement laws for the **PROJECT**. It is the obligation of **TOWN** to determine whether or not prevailing wage rates must be used on this **PROJECT**.
- D. **DeIDOT** will forward the fully executed **AGREEMENT** once **DeIDOT** has established a purchase order. Receipt of the fully executed **AGREEMENT** will act as Notice to Proceed. The balance of the funding for the **PROJECT** will be transferred to **TOWN** once **DeIDOT** has received sufficient documentation to support payment. **TOWN** shall bill **DeIDOT** on a regular schedule.
- E. **TOWN** will maintain accurate records of the expenditure of these funds by separate fiscal years and will advise **DeIDOT** in writing when the **PROJECT** is completed and return any unused funds to **DeIDOT** within 90 days of completion of the **PROJECT**. All records pertaining to the **PROJECT** listed in this **AGREEMENT** must be kept until a final audit has been performed.
- F. **DeIDOT** may audit expenditures subject to this **AGREEMENT**.
- G. This **AGREEMENT** will expire June 30th of the fourth year after the **AGREEMENT** has been fully executed. Any remaining funds on the **AGREEMENT** will be unencumbered by **DeIDOT**. No invoices shall be submitted after the expiration date.

SECTION III

- A. This **AGREEMENT** constitutes the entire **AGREEMENT** and understanding of **DeIDOT** and **TOWN** hereto and supersedes all prior agreements and understandings with respect to the **PROJECT**.
- B. No amendment of this **AGREEMENT** or the terms thereof will be binding upon **TOWN** or **DeIDOT** unless the same is in writing, dated subsequent to the date hereof, and duly executed by **TOWN** and **DeIDOT**.
- C. This **AGREEMENT** may be executed in any number of counterparts and by **TOWN** and **DeIDOT** in separate counterparts, each of which when so executed

and delivered, will be deemed an original as against any party whose signature appears thereon, and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this **AGREEMENT** by facsimile or electronic mail will be as effective as delivery of a manually executed counterpart of this **AGREEMENT**, except that any party delivering an executed counterpart of this **AGREEMENT** by facsimile or electronic mail also must deliver a manually executed counterpart of this **AGREEMENT**. Notwithstanding the foregoing, failure to deliver a manually executed counterpart will not affect the validity, enforceability, and binding effect of this **AGREEMENT**.

IN WITNESS THEREOF, the parties hereunto have caused this **AGREEMENT** to be executed in quadruplicate, the day and year first above written.

DEPARTMENT OF TRANSPORTATION

Approved as to form:

By:

Deputy Attorney General

Taylor King
Assistant Director

TOWN OF BRIDGEVILLE

Approved as to form/Witness:

By:

Darrynn Harris
President, Town Council)