



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of July 7, 2007**

DATE: June 15, 2007

SUBJECT: Approval of Two Tri-party Agreements among the County Board, the Commonwealth of Virginia, Department of Transportation (VDOT), Dominion Virginia Power and Verizon Virginia, Inc., for the Relocation and Adjustment (Undergrounding) of Electric, Telephone and Communication Facilities as Part of the VDOT-administered Arlington Boulevard (U.S. 50) and North Courthouse Road Interchange and Bridge Improvement Project.

C. M. RECOMMENDATIONS:

1. Authorize the County Manager to enter into an Agreement among the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation (VDOT) and Dominion Virginia Power, subject to approval as to form of the Agreement by the County Attorney.
2. Authorize the County Manager to enter into an Agreement among the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation (VDOT) and Verizon Virginia, Inc., subject to approval as to form of the Agreement by the County Attorney.
3. Allocate \$457,748.50 to pay for the estimated cost of both agreements, plus a 20% contingency for a total of \$549,297.00 of previously appropriated County pay-as-you go (PAYGo) funds (313.43523.VL.0320).

ISSUES: None.

SUMMARY: This is a request for approval of two agreements for the relocation and adjustment (undergrounding) of electric, telephone and communication facilities as part of the Arlington Boulevard (U.S. 50) and North Courthouse Road Interchange and Bridge Improvement Project. The estimated total cost of this utility relocation project is \$1,147,448.

BACKGROUND: In 1994, Arlington requested and received federal funding to initiate plans for rebuilding a pair of interchanges along Arlington Boulevard at North Courthouse Road and 10th Street North (VA 237). The project is focused on bike, pedestrian and roadway-safety improvements. As part of the project, Arlington requested utility undergrounding along North

County Manager: _____

County Attorney: _____

Staff: Ron Hicks, DES – Transportation Planning

Courthouse Road from Arlington Boulevard to approximately 150 feet north, and along Fairfax Drive from North Courthouse Road to North Scott Street. The purpose of the undergrounding project is to improve the aesthetic value of the area by undergrounding the existing overhead utilities within the project limits.

DISCUSSION: The project is within the Rosslyn-Ballston Corridor, where undergrounding is a priority. VDOT’s policy is that it and the locality divide the incremental cost of undergrounding, above the costs (in-kind by the utility companies) of aerial relocation. This is an opportunity for undergrounding at much lower cost to the County.

Attached are the two tri-party Project Agreements for the utility undergrounding component of the Arlington Boulevard (U.S. 50) and North Courthouse Road Interchange and Bridge Improvement Project.

Costs and funding sources are as follows:

Cost Summary:

Dominion Virginia Power component	\$1,046,748.00
Verizon Virginia, Inc. component	<u>\$ 100,700.00</u>
Total Estimated Project Cost	\$1,147,448.00

Funding Source Summary:

Estimated Arlington County portion of Dominion Virginia Power component	\$ 418,477.50
Estimated Arlington County portion of Verizon Virginia, Inc. component	<u>\$ 39,270.00</u>
Total Estimated Cost to Arlington County	\$ 457,748.50 + 20% = \$549,297.00
Virginia Department of Transportation (VDOT)	\$ 494,664.62
Dominion Virginia Power (In Kind)	\$ 177,484.88
Verizon (In Kind)	<u>\$ 17,550.00</u>
Total Funding	\$1,147,448.00

Under the cable television certificate granted by the County Board to Comcast, Comcast is required to pay the relocation costs of its facilities.

VDOT intends to begin the utility work in 2007. When the work has been completed, actual costs will be tabulated and allocated, and VDOT will either bill Arlington for a higher allocation,

or refund any overpayment. Once the utility work is completed, VDOT will begin construction of the interchange and bridge, likely in 2009.

FISCAL IMPACT: Funding (\$549,297.00) for the County required portion of this project is available in the Utility Undergrounding Developer Contribution Fund (313.480001.43523.UL.320.0000).

AGREEMENT
among
THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
and
VERIZON VIRGINIA INC.
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
RELOCATION AND ADJUSTMENT OF
TELEPHONE & COMMUNICATION FACILITIES

THIS AGREEMENT, made and entered into as of the 12th day of June 2007 by and among VERIZON VIRGINIA INC. (hereinafter called UTILITY) and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (hereafter called MUNICIPALITY) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter called STATE).

WHEREAS, the MUNICIPALITY and STATE are participating in the construction or reconstruction of a section of highway designated as RT 50 / COURTHOUSE, Project: 0050-000-V18-C-501, which will necessitate changes in the UTILITY'S Telecommunications facilities; and

WHEREAS, the UTILITY, the MUNICIPALITY and the STATE wish to agree upon the terms and conditions under which the UTILITY will make the necessary changes in its Telecommunications facilities and the MUNICIPALITY and STATE will reimburse the UTILITY the applicable cost incurred by such changes as hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree to as follows:

The UTILITY, after receiving authorization from the STATE, will with due diligence and dispatch relocate and adjust its Telecommunications facilities in accordance with the attached plans, said plans being identified as: 0050-000-V18, C501 (VERIZON VIRGINIA INC.) showing existing and proposed Telecommunications facilities.

SECTION II

(a) It has been determined that the Project is responsible for bearing the applicable cost of this adjustment as indicated on the attached plans. The estimated cost of this adjustment to be borne by the MUNICIPALITY and STATE as set forth in the attached estimate, said estimate being identified as 4A03127AE.

(b) The MUNICIPALITY is responsible for 50% of the actual applicable cost of the adjustment and the STATE is responsible for all theoretical costs of overhead and 50% of the actual applicable cost of the adjustment.

(c) The MUNICIPALITY shall permit the UTILITY to trim cut and keep clear trees, undergrowth and other obstructions under and adjacent to its facilities within the MUNICIPALITY'S right of way that may endanger or interfere with the efficient operations of the Telecommunications facilities. The extent of and the techniques used in such trimming, cutting, and clearing shall be mutually agreed upon by authorized representatives of the MUNICIPALITY and the UTILITY.

SECTION III

(a) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of way at Project expense be again adjusted when they are located on street rights of way, the MUNICIPALITY will pay the UTILITY the applicable cost incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(b) In the event the MUNICIPALITY should request at any time hereafter that the facilities which were not adjusted hereunder, but for which the UTILITY'S rights of way were encompassed by the street rights of way be adjusted, the MUNICIPALITY will pay the UTILITY the applicable costs incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(c) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of ways at UTILITY'S expense, be again adjusted when they are located on street rights of way, the UTILITY will alter, rebuild or relocate its facilities in accordance with the terms of the franchise agreement.

(d) Nothing in this Agreement shall relieve Verizon of it's obligation to the MUNICIPALITY under the Certificate of Public Convenience and Necessity between the Municipality and Verizon, agreed to on June 13, 2006.

SECTION IV

(a) The work will be done and all records kept in accordance with the Code of Federal Regulations Title 23, Chapter 1, Part 645, and any revisions or supplements thereto, in effect as of the date of this agreement. Actual and related indirect costs will be accumulated by the UTILITY and kept in accordance with a work order accounting procedure as prescribed or accepted by the FEDERAL COMMUNICATION COMMISSION.

(b) All costs, records and accounts are subject to audit by authorized representatives of the MUNICIPALITY and STATE. During the progress of construction and for a period of three years from the date final payment has been received by the UTILITY, the records pertaining to the adjustment and accounting thereof will be available for inspection by representatives of the MUNICIPALITY, STATE and Federal Highway Administration.

(c) The MUNICIPALITY shall reimburse the STATE all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the MUNICIPALITY, 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 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

(d) The County Board has appropriated a total sum of \$47,124 (estimates cost of \$39,270 plus 20% contingency) to meet the MUNICIPALITY's estimated obligation under this Agreement. If actual costs should exceed this amount, then written back up documentation for

the overage will be supplied by the STATE to the MUNICIPALITY. It is understood that all funds in excess of those previously appropriated for this Agreement by the STATE or the MUNICIPALITY would require additional appropriation(s).

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in triplicate in the name and on the behalf by its duly authorized officer or agent as of the day and year first above written.

VERIZON VIRGINIA INC.

In the presence of:

As to the

By: _____
Title:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**

In the presence of:

As to the

By: _____
Title:

**Virginia Department of
Transportation**

In the presence of:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

As to the Commonwealth

By: _____
District Administrator

AGREEMENT
among
THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
and
DOMINION VIRGINIA POWER.
and
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION
for
RELOCATION AND ADJUSTMENT OF
ELECTRIC FACILITIES

THIS AGREEMENT, made and entered into as of the 12th day of June 2007 by and among DOMINION VIRGINIA POWER. (hereinafter called UTILITY) and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (hereafter called MUNICIPALITY) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter called STATE).

WHEREAS, the MUNICIPALITY and STATE are participating in the construction or reconstruction of a section of highway designated as RT 50 / COURTHOUSE, Project: 0050-000-V18-C-501, which will necessitate changes in the UTILITY'S Electric facilities; and

WHEREAS, the UTILITY, the MUNICIPALITY and the STATE wish to agree upon the terms and conditions under which the UTILITY will make the necessary changes in its Electric facilities and the MUNICIPALITY and STATE will reimburse the UTILITY the applicable cost incurred by such changes as hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree to as follows:

The UTILITY, after receiving authorization from the STATE, will with due diligence and dispatch relocate and adjust its Electric facilities in accordance with the attached plans, said plans being identified as: 41-6765100 showing existing and proposed Electric facilities.

SECTION II

(a) It has been determined that the Project is responsible for bearing the applicable cost of this adjustment as indicated on the attached plans. The estimated cost of this adjustment to be borne by the MUNICIPALITY and STATE as set forth in the attached estimate, said estimate being identified as WBS# 31191.

(b) The MUNICIPALITY is responsible for 50% of the actual applicable cost of the adjustment and the STATE is responsible for all theoretical costs of overhead and 50% of the actual applicable cost of the adjustment.

(c) The MUNICIPALITY shall permit the UTILITY to trim cut and keep clear trees, undergrowth and other obstructions under and adjacent to its facilities within the MUNICIPALITY'S right of way that may endanger or interfere with the efficient operations of the Electric facilities. The extent of and the techniques used in such trimming, cutting, and clearing shall be mutually agreed upon by authorized representatives of the MUNICIPALITY and the UTILITY.

SECTION III

(a) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of way at Project expense be again adjusted when they are located on street rights of way, the MUNICIPALITY will pay the UTILITY the applicable cost incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(b) In the event the MUNICIPALITY should request at any time hereafter that the facilities which were not adjusted hereunder, but for which the UTILITY'S rights of way were encompassed by the street rights of way be adjusted, the MUNICIPALITY will pay the UTILITY the applicable costs incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(c) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of ways at UTILITY'S expense, be again adjusted when they are located on street rights of way, the UTILITY will alter, rebuild or relocate its facilities in accordance with the terms of the franchise agreement.

SECTION IV

(a) The work will be done and all records kept in accordance with the Code of Federal Regulations Title 23, Chapter 1, Part 645, and any revisions or supplements thereto, in effect as of the date of this agreement. Actual and related indirect costs will be accumulated by the UTILITY and kept in accordance with a work order accounting procedure as prescribed or

accepted by the FEDERAL ENERGY REGULATORY COMMISSION AND/OR STATE CORPORATION COMMISSION.

(b) All costs, records and accounts are subject to audit by authorized representatives of the MUNICIPALITY and STATE. During the progress of construction and for a period of three years from the date final payment has been received by the UTILITY, the records pertaining to the adjustment and accounting thereof will be available for inspection by representatives of the MUNICIPALITY, STATE and Federal Highway Administration.

(c) The MUNICIPALITY shall reimburse the STATE all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the MUNICIPALITY, 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 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

(d) The County Board has appropriated a total sum of \$502,173.00 (estimates cost of \$418,477.50 plus 20% contingency) to meet the MUNICIPALITY's estimated obligation under this Agreement. If actual costs should exceed this amount, then written back up documentation for the overage will be supplied by the STATE to the MUNICIPALITY. It is understood that all funds in excess of those previously appropriated for this Agreement by the STATE or the MUNICIPALITY would require additional appropriation(s).

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in triplicate in the name and on the behalf by its duly authorized officer or agent as of the day and year first above written.

DOMINION VIRGINIA POWER

In the presence of:

As to the

By: _____
Title:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**

In the presence of:

As to the

By: _____
Title:

**Virginia Department of
Transportation**

In the presence of:

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

As to the Commonwealth

By: _____
District Administrator