



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of June 12<sup>th</sup>, 2010

**DATE:** May 19<sup>th</sup>, 2010

**SUBJECT:** Approval of a Standard Project Administration Agreement between the County Board of Arlington County, Virginia, and the Commonwealth of Virginia Department of Transportation for the Development and Administration of the Bridge Rehabilitation on Carlin Springs Road at George Mason Dr. and Appropriation of Federal Secondary Formula Bridge Funds for the Bridge Rehabilitation, including Pedestrian and Bicycle Improvements.

### C. M. RECOMMENDATION:

1. Approve the Standard Project Administration Agreement between the County Board of Arlington, Virginia and the Commonwealth of Virginia, Department of Transportation (“VDOT”) for the Carlin Springs Road bridge rehabilitation (“Agreement”) and authorize the County Manager, on behalf of the County Board, to execute the Agreement, and all related documents necessary to implement the Agreement, subject to approval of the Agreement as to form by the County Attorney.
2. Approve and appropriate \$845,000 in Federal Secondary Formula Bridge Funds that are included in FY10 Allocation, and allocate to Department of Environmental Services General Capital Improvement Fund (PAYG) revenue account 313.365560.43524.BM19.0319.0000.

**ISSUES:** Arlington County has been awarded Federal Secondary Formula Bridge Funds to be matched by Federal Secondary Formula Match. Timely execution of the Standard Project Agreement for the Carlin Springs Road bridge rehabilitation, and related improvements (“Project”), and appropriation of these funds will enable the County to receive funds and to proceed with implementation of this important infrastructure Project. There are no issues related to this Board report.

**SUMMARY:** This is a request for approval of an Agreement for development and administration of a bridge rehabilitation on Carlin Springs Road at George Mason Drive and related improvements. The estimated total cost of this project is \$845,000. The County will be responsible for any costs in excess of this amount.

County Manager: MB

County Attorney: BAK/SAM

Staff: Michael Collins, Department of Environmental Services, ECPD

23.

**BACKGROUND:** The County has identified the need for rehabilitation of the bridge carrying Carlin Springs Road over George Mason Dr. to include structural rehabilitation and improvements to the pedestrian and bicycle accommodations and safety features of this bridge.

**DISCUSSION:** Attached is the Standard Project Agreement for funding, including “Appendix A” which reflects the funding amount for this Project. The Carlin Springs Road at George Mason Dr. bridge rehabilitation will include structural rehabilitation with improvements to the pedestrian and bicycle traffic safety features of this bridge.

**FISCAL IMPACT:** Approve \$845,000 in Federal Secondary Formula Bridge Funds that are included in FY10 Allocation, and allocate to Department of Environmental Services General Capital Improvement Fund (PAYG) revenue account 313.365560.43524.BM19.0319.0000. Funding does not require a local match.

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
BR00-000-740, PE101,C501	95636 (T8596)	Arlington County

**THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Arlington, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.**

**WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and**

**WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and**

**WHEREAS, the LOCALITY will progress with the development of each Project so that any federal funds allocated to each Project may be obligated within three years of allocation to each Project in accordance with the current Statewide Transportation Improvement Program, unless otherwise specified in writing by the Department; and**

**WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.**

**NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:**

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.
  - b. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
  - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
  - d. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT.

Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

- e. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
  - f. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, 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.
  - g. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
  - h. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
  - i. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, or local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.
  - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - l. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.e, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
  4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
  5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
  6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
  7. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.e, 1.f, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

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 by 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 ARLINGTON, 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:**

\_\_\_\_\_  
Commonwealth Transportation Commissioner Date  
Commonwealth of Virginia  
Department of Transportation

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

**Attachments**  
Appendix A (UPC 95636 / T8596)

**Project Number: BR00-000-PE101,C501**

**Locality: Arlington County**

**UPC 95636 / T8596**

<u>Project Narrative</u>	
<b>Scope:</b>	Bridge Rehabilitation Carlin Springs Road at George Mason Dr. to include structural rehabilitation with widening and upgrade of the pedestrian, and bicycle traffic safety features of this bridge.
<b>From:</b>	<b>Carlin Springs Road</b>
<b>To:</b>	<b>George Mason Drive</b>
Locality Project Manager Contact Info: David Goodman, <a href="mailto:mcollins@arlingtonva.us">mcollins@arlingtonva.us</a> , 703-228-6506	
Department Project Coordinator Contact Info: Edwin Woo, <a href="mailto:carol.bondurant@vdot.virginia.gov">carol.bondurant@vdot.virginia.gov</a> , 703-383-2209	

<u>Project Costs and Reimbursement</u>				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	117,000	117,000	5,000	112,000
Right-of-Way & Utilities	0	0	0	0
Construction	728,000	728,000	27,674	700,326
<b>Total Estimated Cost</b>	<b>845,000</b>			<b>812,326</b>
Total Maximum Reimbursement/Payment by Locality to VDOT				0
Total Maximum Reimbursement by VDOT to Locality				845,000

<u>Project Financing</u>				
A	B	C	D	E
Federal Secondary Formula Bridge	Federal Secondary Formula Match			Aggregate Allocations (A+B+C+D)
676,000	169,000			845,000

<u>Program and Project Specific Funding Requirements</u>
<ul style="list-style-type: none"> <li>• This project shall be administered in accordance with VDOT's <u>Locally Administered Projects Manual</u></li> <li>• All costs in excess of the eligible project cost will be met by the locality.</li> </ul>

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

\_\_\_\_\_  
Authorized Locality Official and date

\_\_\_\_\_  
Residency Administrator's/Urban Program Manager's Recommendation and date

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

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