



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of October 23, 2010**

DATE: October 12, 2010

SUBJECT: Approval of Second Amendment to the Phase Two Agreement between the Washington Metropolitan Area Transit Authority (WMATA) and the County Board of Arlington County, Virginia (County Board) for WMATA Construction Support of the Rosslyn Station Access Improvement Project (RSAIP).

C. M. RECOMMENDATION:

Approve the amendment to the Phase Two Design Agreement in the amount of \$800,000 for the Rosslyn Station Access Improvement Project (Attachment 1) between WMATA and the County Board and authorize the County Manager to execute the Agreement subject to approval as to form by the County Attorney.

ISSUES: There are no issues related to this matter.

SUMMARY: Arlington County is poised to move ahead building a new entrance at the Rosslyn Metrorail station. The County Board has previously approved funding for the RSAIP design, a construction management services contract, and the award of the general construction contract. This report seeks authorization, appropriation and approval of funding for WMATA support during construction of the RSAIP.

BACKGROUND: In May 2007, the County Board approved the Site Plan for the development of a project known as Central Place which Site Plan included conditions requiring the Developer's cooperation and contribution toward a new Rosslyn Metrorail station entrance consisting of three (3) high speed, high capacity elevators, a mezzanine, emergency stairs, and related infrastructure as well as conveyance of all necessary easements or other permissions for the construction and location of the RSAIP.

The RSAIP will support the approved higher density of residential and commercial developments in Rosslyn, provide greater passenger throughput at the Metrorail station to accommodate the increasing ridership, including an emergency exit stairway for the safe evacuation of passengers from the train platform, if needed, and provide access and egress for

County Manager:

County Attorney:

Staff: Bea Hicks, DES

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the additional demand that can be anticipated with completion of the first phase of Metrorail to Dulles Airport in 2013.

A number of activities have been accomplished to advance construction of the Project:

- Engaged the services of WMATA who used its on-call consultant to design the RSAIP;
- Requested and received concurrence from both the County Purchasing department and the Federal Transit Administration (FTA) to enter into non-competitive negotiations for its general construction contract;
- Contracted with STV, Incorporated to provide construction management services;
- Negotiated a general construction contract with Clark Construction Group (Clark); and
- Negotiated with WMATA to provide support services during construction as the new entrance will be built adjacent to the existing Metrorail station and will require WMATA acceptance to own, operate and maintain it.

The RSAIP is part of the County's adopted Capital Improvement Program (CIP) for FY2011 – FY2016.

DISCUSSION: When the Site Plan was approved in May 2007, the County was given the option of building a new entrance concurrent with or following behind the construction of Phase I of the Central Place development. The County opted for concurrent construction but, due to financial market conditions, the Developer delayed its start of Central Place. When it became apparent that the extent of Developer's delay could not be determined, the County opted to move forward with its construction of the new station entrance to meet the passenger demand at the Rosslyn station.

Preconstruction activities are underway. These include contacts with utility companies that are in the Project construction footprint, submission of various permit applications for approval, discussions regarding maintaining transportation in the area, and community outreach. An interim agreement with WMATA for support during preconstruction has been executed by the WMATA General Manager and the Arlington County Manager for \$90,000 and the funding from unused design contingency funds will be exhausted in November, 2010. A further agreement with WMATA for support during the construction phase of RSAIP is required.

The County and WMATA entered discussions regarding an agreement covering the scope of work and accompanying cost of WMATA support services during construction. Agreement has been reached to amend the Phase Two Agreement between WMATA and the Arlington County Board by invoking an optional provision of its Scope of Work, RSM – 19. This letter of agreement will set forth a scope of work for WMATA during the construction phase for which Arlington County will pay \$800,000 in four (4) equal payments spaced out equally over the course of construction. The specific tasks performed by WMATA or its contractors will be within the professional discretion of WMATA pursuant to accepting the Project upon final completion of construction. It is anticipated that excavation for the Project will begin by November 2010 and construction is scheduled to be complete Spring 2013.

FISCAL IMPACT: Funding for this agreement is in the Transportation Investment Fund (Fund 331) approved in the FY11 – FY2016 CIP.



DEPARTMENT OF ENVIRONMENTAL SERVICES

Division of Transportation

Director's Office 2100 Clarendon Boulevard, Suite 314, Arlington, VA 22201
TEL 703-228-7946 FAX 703-228-3594 www.arlingtonva.us

VIA FACSIMILE AND HAND DELIVERY

October 1, 2010

Mr. Dave J. Kubicek
Assistant General Manager
Department of Transit Infrastructure & Engineering Services
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Re: *Phase Two Agreement between the Washington Metropolitan Area Transit Authority and the County Board of Arlington County, Virginia for the Rosslyn Station Access Improvement Project (RSAIP) dated March 21, 2008*

Dear Mr. Kubicek:

Thank you again for discussing the progress of this Project and the manner in which the County and WMATA will work together during the construction phase of this improvement in Rosslyn. As we discussed, the best approach to reaching an agreement which is approved by our respective Boards is an invocation of option RSM 19 from the Phase Two Design Agreement already approved and implemented. RSM 19 allows the County to pay WMATA separately for services during construction and final acceptance and allows the parties to come to terms on pricing.

In furtherance of that optional provision, RMS 19, we discussed using a fixed price/lump sum approach for WMATA and P2D engineering and design services. We agreed that WMATA's staff costs and P2D design and engineering services would not exceed a fixed price of \$800,000 in addition to the \$90,000 previously approved and provided by the County. The County intends to commence construction on this Project this fall and we want WMATA on board from the outset. Therefore in order to avoid any delay, the County would like for you to consider this letter which would be signed by your General Manager and the County Manager and implemented upon commencement of construction.

I hope this agreement meets with your approval and conveys to you the continuing need for WMATA support services during construction and acceptance of the RSAIP and WMATA's important role in the Project as WMATA will ultimately own, operate and maintain the improvements upon project completion.

The County hereby exercises its option to amend the existing Phase Two Agreement dated March 21, 2008, and invoke the optional task set forth in RSM-19, found on pages 10 and 11 of Attachment A to the Agreement. This provision allows the County Board to increase the scope of WMATA's support services during the construction phase of the RSAIP.

The time frame for this support work is currently expected to commence in October of 2010 and would extend approximately thirty (30) months.

The County and WMATA agree that all construction support services provided by WMATA and its contracted engineer and designer of record, P2D¹, will be provided for a total and inclusive cost of \$800,000 for the entire duration of the construction of the RSAIP up to and including final acceptance by WMATA, other than the exceptions specifically noted below; that in exchange for this sum, WMATA will accept the Project from the County and its contractors for inclusion in the WMATA system and will take over operations, maintenance and use of the facility.

This sum (\$800,000) does not include the cost of procuring, installing, testing, commissioning, and acceptance of the Automated Fare Collection Equipment to a fully operational condition which will be covered by a separate agreement. Similarly, this sum (\$800,000) does not include security equipment (PROTECT) installation and the purchase of specialized communications equipment (Patch panel) required to provide connection to various WMATA systems. Lastly, this sum (\$800,000) does not include operations support (e.g. escorts and flagmen) that may be required for this Project. Such operations support must be invoiced by WMATA with supporting documentation necessary for the County to approve payment. Such payment to WMATA, when determined to be appropriate by the County, will be made within thirty (30) days of such determination.

The County and WMATA agree that the work to be performed by WMATA staff or its contractors will be only such work as is necessary to ensure that the RSAIP will be accepted by WMATA upon final completion. The specific tasks performed by WMATA or its contractors will be within the professional discretion of WMATA in order to accept the Project upon final completion.

Nevertheless and in accordance with the Coordination Agreement already entered into by the Parties, as well as the fact that the County has hired a general contractor and a construction management firm with expertise in WMATA and Metro-Rail construction, the following parameters or guidelines will apply to the Parties' conduct during construction:

1. The general contractor (Clark Construction) and the construction manager (STV) are contractors of the County and therefore, WMATA staff will work through the County's Project Manager for any work performed by WMATA staff or its contractors.

¹ Should WMATA choose to retain another designer or engineer for this Project, the costs for such designer or engineer are also included in this cost.

2. The County may request WMATA/WMATA's engineer to process and review selected shop drawings, working drawings, material certifications and testing reports due to possible impact on the final design. WMATA agrees to process and review these submissions in a timely manner such that WMATA's review process does not in any way delay the progress of the work and in no event shall take longer than thirty (30) calendar days.
3. The County may request WMATA/WMATA's engineer to review and respond to selected Requests for Information (RFI) due to possible impact on the final design. WMATA agrees to review and respond to these submissions in a timely manner such that WMATA's review process does not in any way delay the progress of the work and in no event shall take longer than seven (7) calendar days.
4. The County may request WMATA/WMATA's engineer to review selective change orders and value engineering proposals and respond accordingly due to possible impact on the final design. WMATA agrees to review and respond to these submissions in a timely manner such that WMATA's review process does not in any way delay the progress of the work and in no event shall take longer than fifteen (15) calendar days.
5. The County or its contractors will keep WMATA informed of all site meetings such as weekly coordination meetings and progress meetings and WMATA is encouraged to attend any meeting it deems necessary to attend. In the event that WMATA chooses not to attend any such site meeting, the County will nonetheless provide meeting minutes to WMATA staff to keep WMATA fully informed.

The County will pay WMATA \$200,000 up front upon endorsement of this Agreement by both Parties. Thereafter, the County will pay to WMATA \$200,000 seven (7) months from the date construction commences; another \$200,000 fifteen (15) months from the date construction commences and the last \$200,000 twenty-two (22) months from the date construction commences. WMATA agrees to deposit all funding provided by the County in an interest-bearing account and shall only be used for the support services for this Project. WMATA agrees to apply interest accrued on these payments toward operations support costs such as flagmen and escorts when such costs are approved.

Agreed to and approved by:

Washington Metropolitan Area Transit Authority

Richard Sarles
General Manager, WMATA

Date: _____

Agreed to and approved by:

Arlington County

Barbara Donnellan
County Manager

Date: _____

My staff and I look forward to finalizing this letter agreement and I stand ready to discuss any questions you may have. Thank you again for your interest in progressing the work of this important project.

Sincerely,

Dennis M. Leach, Director
Division of Transportation

cc: Stephen Del Giudice, Transit Bureau Chief
Bea E. Hicks, Project Manager