



ARLINGTON COUNTY, VIRGINIA

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

DATE: September 28, 2010

SUBJECT: Approval of an Agreement Between the County Board and the Commonwealth of Virginia, Department of Transportation (VDOT) for the Development, Administration and Construction of a New Traffic Signal at the Intersection of N. Glebe Road (State Route 120) & N. Rock Spring Road.

C. M. RECOMMENDATION:

1. Approve the Standard Project Administration Agreement (Attachment 1) between the County Board of Arlington, Virginia and VDOT for the construction and administration of a new traffic signal at the intersection of N. Glebe & N. Rock Spring Road.
2. Authorize the County Manager or his designee to execute the agreement on behalf of the County Board, subject to approval of the Agreement as to form by the County Attorney.

ISSUES: County Board approval is needed to obtain State funding and authorize construction of a traffic signal at the intersection of N. Glebe Road (State Route 120) & N. Rock Spring Road. There are no issues.

SUMMARY: This is a request for approval of an agreement for development, administration and construction of a federally funded transportation project. The total estimated cost to complete the Project is \$190,000.00. The VDOT has already secured the funds for this project. The traffic signal when installed will reduce delays, congestion and air pollutants, and will improve safety for all road users.

BACKGROUND: Arlington County, with assistance from neighboring civic associations and the Washington Golf and Country Club, identified the need for a traffic signal at the intersection of N. Glebe & N. Rock Spring Road ("Project"). Subsequently, in accordance with the guidelines of Manual of Uniform Traffic Control Devices, a traffic study was conducted, which confirmed the need for a traffic signal at this location.

County Manager:

BMD/GA

County Attorney:

GAH *BAC*

Staff: Amit Sidhaye, Department of Environmental Services

23.

DISCUSSION: Attachment 1 is the Standard Project Administration Agreement, which will be used for the Project. The allocated funds will be used to complete preliminary engineering, administration and construction of a traffic signal at the intersection of N. Glebe & N. Rock Spring Road. The traffic signal will improve traffic flow and safety for both motorized and non-motorized traffic. Ramps and state-of-the-art interactive audible countdown pedestrian signals will improve pedestrian access and safety. The Project requires easements from a property owner at the southeast and southwest corners of the intersection of N. Glebe and N. Rock Spring Road. The property owner has shown willingness to grant the easements, and County staff are working to obtain the necessary easements.

FISCAL IMPACT: The total estimated cost for the County to administer this Project is \$190,000.00. Sufficient funds are available to finance the cost of the Project in account # 313.43514.T43S.0319. These expenses will be fully reimbursed to the County by VDOT and the revenue will be appropriated when received. There is no local match required to administer this Project.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0120-000-742, P101, M501	96507	Arlington County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the **County Board of Arlington County**, 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 is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; 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. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

- c. 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.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. 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.
- f. 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 but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. 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.
- h. 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.
- i. 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
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and 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.

- k. 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.
 - l. 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.
 - m. 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 and 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.f., 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 included in an annual or other lawful appropriation. 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 pursuant to an annual or other lawful appropriation.
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.f, 1.g., 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.
8. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachments

Appendix A (UPC 96507)

Appendix A

Project Number: 0120-000-742,P101,M501 (UPC 96507) **Locality:** County of Arlington

Project Narrative	
Scope:	NEW TRAFFIC SIGNAL @ SR 120 & Rock Spring Rd
From:	@ North Glebe Rd Intersection
To:	Rock Spring Rd.
Locality Project Manager Contact Info: Amit Sidhaye, a.sidhaye@arlington.va , (703) 228-3730 Department Project Coordinator Contact Info: Kamal Suliman, Kamal.Sulliman@VDOT.virginia.gov , (703) 383-2419	

Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	38,000	38,000	*8,000	30,000
Right-of-Way & Utilities	0	0	0	0
Construction	152,000	152,000	2,000	150,000
Total Estimated Cost	190,000	190,000	10,000	180,000

Total Maximum Reimbursement/Payment by Locality to VDOT	0
Total Maximum Reimbursement by VDOT to Locality	190,000

Project Financing				
A	B	C	D	E
Federal Maintenance Funds (80%)	State Match (20%)	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
152,000	38,000			190,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project shall be administered in accordance with VDOT's <u>Locally Administered Projects Manual</u> . This project is for construction of a new primary traffic signal designed by Arlington County to be constructed with federal maintenance funds. <p>*VDOT staff will prepare the required NEPA and environmental documentation and Waiver to Post Willingness to prepare this project for advertisement.</p> <ul style="list-style-type: none"> Maximum reimbursement by VDOT to Locality is \$190,000. Arlington County shall be responsible for any costs in excess of \$190,000

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

 Authorized Locality Official and date

 Authorized VDOT Official
 Recommendation and date

 Typed or printed name of person signing

 Typed or printed name of person signing