



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of November 13, 2010**

DATE: October 21, 2010

SUBJECT: Approval of a Standard Project Administration Agreement Between the County Board of Arlington County, and the Commonwealth of Virginia, Department of Transportation, for Preliminary Engineering of Bicycle and Pedestrian Facilities in the Army Navy Drive Corridor. Project number: BPTO-000-730, P101, UPC 94213.

C. M. RECOMMENDATION:

1. Approve the attached Standard Project Administration Agreement between the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation for preliminary engineering of bicycle and pedestrian facilities along Army Navy Drive between the Army Navy Country Club access road and the intersection of Army Navy Drive and South 12th Street.
2. 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.
3. Approve acceptance of \$210,263 in federal Public Lands Highway Funds for preliminary engineering.
4. Allocate \$210,623 in Public Lands Highway Funds for "trail improvements in Northern Virginia" to the Department of Environmental Services General Capital Improvement fund (PAYG) revenue account 313.364914.43520.B04K.0319.0000.

ISSUES: No issues have been identified. The project involves continuing coordination with Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD).

SUMMARY: Arlington County was granted Public Lands Highway funds by the Federal Highway Administration (FHWA) in FY 2006 for "trail improvements in Northern Virginia." Arlington County Division of Transportation subsequently identified the Army Navy Drive corridor between the Army Navy Country Club access road and South 12th Street as a key segment needing study, design, and preliminary engineering. The work envisioned along Army Navy Drive will align with recommendations of FHWA's 14th Street Bridge Environmental Impact Statement (EIS). The Division of Transportation will use this award of \$210, 263 for preliminary engineering of bicycle and pedestrian improvements.

County Manager:

BMD/kma

County Attorney:

Staff: David Patton, Transportation Planning

25.

BACKGROUND: The planned design and engineering work of this project will facilitate access and mobility in the vicinity of the Pentagon, Pentagon City, and Long Bridge Park, and will connect with other on-street bicycle facilities at: South 12th Street leading to the new Long Bridge Park; South Joyce Street; South Hayes Street; South Eads Street; and 12th Street South. These access and safety enhancements will greatly improve bicycle and pedestrian access and mobility, and will help to establish Army Navy Drive as a bike-friendly corridor. The improvement of facilities on Army Navy Drive is specifically identified in the July, 2008 Bicycle Element of the Master Transportation Plan, designated as Project 3-6, Near-term On-street Facilities (p. 26).

This project is part of Arlington County's ongoing cooperation with Eastern Federal Lands Highway Division to enhance bicycle and pedestrian access and mobility in the area, specifically to improve conditions for non-motorized trips across the Potomac.

DISCUSSION: FHWA Eastern Federal Lands Highway Division is managing a related project to design and build a trail connecting a stub of the Mt. Vernon Trail in the vicinity of the Humpback Bridge reconstruction project to Arlington County surface streets at Boundary Drive. That project is at 30% design, and project negotiations are ongoing with the Pentagon and National Park Service. The present award will supplement the efforts of EFLHD to enhance the effectiveness of non-motorized transportation in the corridor.

Improved bicycle and pedestrian facilities along Army Navy Drive and South Joyce Street (from the intersection with Army Navy Drive to the intersection with Columbia Pike and Southgate Road) constitute Phase II of Federal Highway Administration trail projects in the vicinity of the Pentagon. These improvements follow from recommendations of the FHWA 14th Street Bridge Environmental Impact Statement.

FISCAL IMPACT: This funding does not require a local match. The \$210,623 in Public Lands Highway Funds will be allocated to the Department of Environmental Services General Capital Improvement fund (PAYG) revenue account. These funds will allow the County to carry out preliminary engineering and design, and perform due diligence with respect to a federal project being designed and built on and near County roads.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
BPTO-000-730,P101	94213	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 BOARD OF ARLINGTON COUNTY, 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 94213)

Approved as to form:

County Attorney

Project Number: BPT0-000-730, P101 (UPC 94213)

Locality: County of Arlington

Project Narrative	
Scope:	Arlington Shared-Use Path Connections
From:	Army Navy Drive @ Country Club Access Rd
To:	Army Navy Drive @ 12th Street Intersection
Locality Project Manager Contact Info: David Patton, dpatton@arlington.va.us , 703-228-3633	
Department Project Coordinator Contact Info: Carol Bondurant, cbondurant@vdot.virginia.gov , 703-383-2209	

Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	210,263	210,263	8,400	201,863
Right-of-Way & Utilities	0	0	0	0
Construction	0	0	0	0
Total Estimated Cost	210,263	210,263	8,400	201,863

Total Maximum Reimbursement/Payment by Locality to VDOT	0
Total Maximum Reimbursement by VDOT to Locality	210,263

Project Financing				
A	B	C	D	E
Public Lands Access Funds 100%	<fund source>	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
210,263				210,263

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>• All costs in excess of the eligible project costs are the responsibility of the locality.

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



Figure 1. Project Location