



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of February 12, 2011**

**DATE:** January 25, 2011

**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 New Streetlights along Columbia Pike on Areas Between South Dinwiddie and South Wayne Streets.

**C. M. RECOMMENDATION:**

1. Approve the Standard Project Administration Agreement (Attachment 1) between the County Board of Arlington, Virginia and the Virginia Department of Transportation ("VDOT") for the construction and administration of new streetlights along three separate sections of Columbia Pike from South Dinwiddie Street to South Wayne Street.
2. Authorize the County Manager or her 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 new streetlights along three separate sections of Columbia Pike from South Dinwiddie Street to South Wayne Street. The streetlight project ("Project") must be designed and awarded for construction before July 1, 2011. There are no other issues.

**SUMMARY:** This is request for approval of an Agreement for development, administration and construction of new streetlights on following sections of Columbia Pike:

1. South Dinwiddie Street to South Buchanan Street;
2. South George Mason Drive to South Glebe Road; and,
3. South Glebe Road to South Wayne Street.

The total estimated cost of the Project is \$894,779.00. The Project is fully funded by federal Highway Safety Improvement Program (HSIP) grant funds, and the VDOT has secured the funds for this Project.

County Manager:

*BMD/mjs*

County Attorney:

*BAK*      *GAH*

Staff: Shahid Abbas

18.

**BACKGROUND:** In 2007, VDOT identified the need for improving pedestrian safety at night along Columbia Pike. Pedestrian visibility at night along the above three sections of Columbia Pike was particularly of serious concern. VDOT's data suggested that 44 percent of the pedestrian related collisions occurred during the hours of reduced visibility. The primary factor of pedestrian-vehicle collisions was found to be the lack of pedestrian visibility as they cross the roadway. In order to improve the pedestrian visibility and safety at night, VDOT secured the federal HSIP grant funds for improving the street lighting along three sections of Columbia Pike. The streetlights will improve the visibility and safety of pedestrian on sidewalks and at crosswalks.

**DISCUSSION:** Since 2007, the County has installed streetlights at various locations along Columbia Pike. However, the existing lighting levels on Columbia Pike need to be improved, especially along the above identified sections of the road for maintaining a desirable level of pedestrian safety. The allocated funds will be used to upgrade the existing streetlights with new LED energy efficient streetlights, and to supplement the existing streetlight system with new streetlights to achieve a desirable lighting level on the roadway for pedestrian safety.

Attachment 1 is a Standard Project Administration Agreement applicable to the Project. The allocated funds will be used to complete preliminary engineering, administration and up-gradation / construction of streetlights along above identified three sections of Columbia Pike.

**FISCAL IMPACT:** The total estimated cost for the County to administer this Project is \$894,779.00. Sufficient funds are available to finance the cost of the Project in Account No. 313.43514.0319. 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. However, to utilize these available funds the Project must be awarded for construction before July 1, 2011.

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

Project Number	UPC	Local Government
0244-000-716	90199	Arlington County
0244-000-717	90200	
0244-000-718	90202	

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 200\_, 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. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of

this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- 9 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.
10. 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.

\_\_\_\_\_ OF \_\_\_\_\_, 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 90199, 90200, 90202)

**Project Number:** 0244-000-716,P101,M501 (UPC 90199)      **Locality:** County of Arlington

Project Location ZIP+4: 22204-3024	Locality DUNS#: 056285042	Locality Address (include ZIP+4): 2100 Clarendon Blvd. S-813 Arlington, VA 22201-5404
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**Project Narrative**

**Scope: Install Roadway Lighting on Columbia Pike**

**From: S. Dinwiddie St.**

**To: Buchanan St.**

Locality Project Manager Contact Info: Shahid Abbas, 703-228-7588, [sabbas@arlingtonva.us](mailto:sabbas@arlingtonva.us)  
 Department Project Coordinator Contact Info: Kamal Suliman, 703-259-2231, [kamal.suliman@vdot.virginia.gov](mailto:kamal.suliman@vdot.virginia.gov)

**Project Costs and Reimbursement**

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	84,141	84,141	*64,141	20,000
Right-of-Way & Utilities	0	0	0	0
Construction	113,167	113,167	5,000	108,167
Total Estimated Cost	197,308	197,308	69,141	128,167

<b>Total Maximum Reimbursement/Payment by Locality to VDOT</b>	0
<b>Total Maximum Reimbursement by VDOT to Locality</b>	197,308

**Project Financing**

A	B	C	D	E
HSIP	HSIP Match	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
177,577	19,731			197,308

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- \* VDOT actual project development expenditures for Design/Survey work accomplished to the date of this agreement.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of CTB allocation and expended within 36 months of the obligation.
  - Previous Allocation by CTB, Obligation Deadline 7/1/2011, Expenditure Deadline 7/1/2014

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

**Project Number:** 0244-000-717,P101,M501 (UPC 90200)

**Locality:** County of Arlington

Project Location ZIP+4: 22204-4104	Locality DUNS#: 056285042	Locality Address (include ZIP+4): 2100 Clarendon Blvd., S-813 Arlington, VA 22201-5404
<b>Project Narrative</b>		
<b>Scope: Install Roadway Lighting on Columbia Pike</b>		
<b>From: George Mason Drive</b>		
<b>To: Glebe Rd.</b>		
Locality Project Manager Contact Info: Shahid Abbas, 703-228-7588, <a href="mailto:sabbas@arlingtonva.us">sabbas@arlingtonva.us</a>		
Department Project Coordinator Contact Info: Kamal Suliman, 703-259-2231, <a href="mailto:kamal.suliman@vdot.virginia.gov">kamal.suliman@vdot.virginia.gov</a>		

<b>Project Costs and Reimbursement</b>				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	172,574	172,574	*132,574	40,000
Right-of-Way & Utilities	0	0	0	0
Construction	226,335	226,335	5,000	221,335
Total Estimated Cost	398,909	398,909	137,574	301,335

<b>Total Maximum Reimbursement/Payment by Locality to VDOT</b>	0
<b>Total Maximum Reimbursement by VDOT to Locality</b>	398,909

<b>Project Financing</b>				
A	B	C	D	E
HSIP	HSIP Match	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
359,018	39,891			398,909

<b>Program and Project Specific Funding Requirements</b>
<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>• * VDOT actual project development expenditures for Design/Survey work accomplished to the date of this agreement.</li> <li>• This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of CTB allocation and expended within 36 months of the obligation.               <ul style="list-style-type: none"> <li>○ Previous Allocation by CTB, Obligation Deadline 7/1/2011, Expenditure Deadline 7/1/2014.</li> </ul> </li> </ul>

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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

**Project Number:** 0244-000-718 ,P101,M501 (UPC 90202)      **Locality:** County of Arlington

Project Location ZIP+4: 22204-4306	Locality DUNS# 056285042	Locality Address (include ZIP+4): 2100 Clarendon Blvd. S-813 Arlington, VA 22201-5404
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**Project Narrative**

**Scope: Install Roadway Lighting on Columbia Pike**

**From: Glebe Rd**

**To: S. Wayne St**

Locality Project Manager Contact Info: Shahid Abbas, 703-228-7588, [sabbas@arlingtonva.us](mailto:sabbas@arlingtonva.us)

Department Project Coordinator Contact Info: Kamal Suliman, 703-259-2231, [kamal.suliman@vdot.virginia.gov](mailto:kamal.suliman@vdot.virginia.gov)

**Project Costs and Reimbursement**

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	72,228	72,228	*32,228	40,000
Right-of-Way & Utilities	0	0	0	0
Construction	226,334	226,334	5,000	221,334
Total Estimated Cost	298,562	298,562	37,228	261,334

**Total Maximum Reimbursement/Payment by Locality to VDOT**

0

**Total Maximum Reimbursement by VDOT to Locality**

298,562

**Project Financing**

A	B	C	D	E
HSIP	HSIP Match	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
268,706	29,856			298,562

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- \* VDOT actual project development expenditures for Design/Survey work accomplished to the date of this agreement.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of CTB allocation and expended within 36 months of the obligation.
  - Previous Allocation by CTB, Obligation Deadline 7/1/2011, Expenditure Deadline 7/1/2014.

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\_\_\_\_\_  
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