



## ARLINGTON COUNTY, VIRGINIA

<p><b>County Board Agenda Item Meeting of June 17, 2008</b></p>
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**DATE:** May 8, 2008

**SUBJECT:** Approval of a Tri-party Agreement among the Arlington County Board, the Commonwealth of Virginia, Department of Transportation (VDOT) and Dominion Virginia Power, for the Relocation and Adjustment (Undergrounding) of Electric Facilities, as Part of the VDOT-administered Arlington Boulevard/Washington Boulevard (U.S. Rt. 50/ Rt.27) Bridge Replacement Project.

**C. M. RECOMMENDATION(S):**

1. Authorize the County Manager to enter into an Agreement among the County Board of Arlington County, Virginia, the Commonwealth of Virginia, Department of Transportation (VDOT) and Dominion Virginia Power, subject to approval as to form of the Agreement by the County Attorney.
2. Allocate \$50,812 to pay for Arlington County's share of the utility undergrounding cost.

**ISSUES:** As part of the Arlington Boulevard/Washington Boulevard Bridge Replacement Project, the County Board requested VDOT to place underground all the overhead electric utilities within this section. The County's share of the cost of the utility undergrounding is \$50,811.90 which is \$6,811.90 more than originally budgeted.

**SUMMARY:** This is a request for approval of an Agreement among the County Board, the Commonwealth of Virginia, and Dominion Virginia Power for the relocation and adjustment (undergrounding) of overhead electric facilities as part of the Arlington Boulevard/Washington Boulevard Bridge Replacement Project. The County's portion of the final undergrounding cost is \$50,811.90, rounded up to \$50,812. This cost reflects Arlington's commitment to participate in the cost-sharing. This agreement allows for payment of the County's share of the cost.

**BACKGROUND:** In 2004, the Virginia Department of Transportation (VDOT) initiated a project to replace the deck of the Arlington Boulevard overpass at Washington Boulevard due to deteriorating conditions. VDOT determined that it was necessary to relocate existing overhead utility lines in order to comply with the Overhead High Voltage Lines Safety Act. To comply,

<p>County Manager: _____</p>
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<p>County Attorney: _____</p>
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<p>Staff: Ron Hicks, DES</p>
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VDOT proposed to relocate the utility lines approximately 135 feet to the west on overhead poles. This would require the trimming and removal of some existing trees in the VDOT right-of-way along Arlington Boulevard. In order to save the trees and reduce visual clutter, Arlington agreed to participate with VDOT in the cost of relocating the utility lines underground instead.

**DISCUSSION:** Arlington Boulevard was identified as a priority corridor in the adopted Arlington County Utility Undergrounding Plan. The attached Resolution dated May 6, 2004, (Attachment A) requesting that VDOT include utility undergrounding as part of the bridge replacement, limited the County's share to \$44,000, subject to appropriation.

The work addressed by this Agreement has been completed. The final cost of the utility undergrounding work was to be determined after the completion of the project. After completion of the utility undergrounding construction, the final bill has been submitted by Dominion Virginia Power to VDOT and Arlington County. Arlington's portion of the cost (50% of the additional amount to underground versus relocate) is \$50,811.90 which is \$6,811.90 more than originally projected.

Attached is the Tri-Party Project Agreement (Attachment B) for the utility undergrounding component of the Arlington Boulevard/Washington Boulevard Bridge Replacement Project. VDOT and Dominion Virginia Power have stated in writing that this Agreement is acceptable to them.

Costs and funding sources are as follows:

**Cost Summary:**

"Replacement-in-Kind" Cost (VDOT)	\$ 27,909.00
VDOT Share to Underground Facilities	\$ 50,811.90
Arlington County Share to Underground Facilities	\$ 50,811.90
<u>Total Project Cost</u>	\$ 129,532.80

**Funding Source Summary:**

Arlington County portion of utility undergrounding component	\$ 50,811.90
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**FISCAL IMPACT:** Funding (\$50,811.90) for the County required portion of this project is available in the Utility Undergrounding Developer Contribution Fund (313.480001.43523.UL.320.0000).

**AGREEMENT**  
among  
**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**  
and  
**DOMINION VIRGINIA POWER.**  
and  
COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION  
for  
RELOCATION AND ADJUSTMENT OF  
ELECTRIC FACILITIES  
VDOT Project No.0050-000-1027, SR01  
Rtes 50-Arlington Boulevard/27-Washington Boulevard Bridge Replacement Project

THIS AGREEMENT, made and entered into as of the ----- \by and among DOMINION VIRGINIA POWER. (hereinafter called UTILITY) and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (hereafter called MUNICIPALITY) and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter called STATE).

WHEREAS, the MUNICIPALITY and STATE are participating in the construction or reconstruction of a section of highway designated as Routes 50-Arlington Boulevard/27-Washington Boulevard, Project: 0050-000-1027-SR01, which will necessitate changes in the UTILITY'S Electric facilities; and

WHEREAS, the UTILITY, the MUNICIPALITY and the STATE wish to agree upon the terms and conditions under which the UTILITY will make the necessary changes in its Electric facilities and the MUNICIPALITY and STATE will reimburse the UTILITY the applicable cost incurred by such changes as hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree to as follows:

The UTILITY, after receiving authorization from the STATE, will with due diligence and dispatch relocate and adjust its Electric facilities in accordance with the attached plans, said plans being identified as: Dominion VA Power Utility Relocation Plan showing existing and proposed Electric facilities.

## **SECTION II**

(a) It has been determined that the Project is responsible for bearing the applicable cost of this adjustment as indicated on the attached plans. The actual/final cost of this adjustment to be borne by the MUNICIPALITY and STATE as set forth in the attached estimate, said cost being identified as Dominion VA Power Work Order No. 19790 & Work Request No.4105888514 was in the amount of \$69,857.80. Total utility relocation cost was \$129, 532.80 less the \$27,909.00 overhead cost credit to reflect a final underground cost of \$101,623.88

(b) The MUNICIPALITY is responsible for 50% of the actual applicable cost of the adjustment and the STATE is responsible for all theoretical costs of overhead and 50% of the actual applicable cost of the adjustment.

(c) The MUNICIPALITY shall permit the UTILITY to trim cut and keep clear trees, undergrowth and other obstructions under and adjacent to its facilities within the MUNICIPALITY'S right of way that may endanger or interfere with the efficient operations of the Electric facilities. The extent of and the techniques used in such trimming, cutting, and clearing shall be mutually agreed upon by authorized representatives of the MUNICIPALITY and the UTILITY

### **SECTION III**

(a) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of way at Project expense be again adjusted when they are located on street rights of way, the MUNICIPALITY will pay the UTILITY the applicable cost incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(b) In the event the MUNICIPALITY should request at any time hereafter that the facilities which were not adjusted hereunder, but for which the UTILITY'S rights of way were encompassed by the street rights of way be adjusted, the MUNICIPALITY will pay the UTILITY the applicable costs incurred by the UTILITY in connection with such alterations, rebuilding or relocation of its facilities.

(c) In the event the MUNICIPALITY should request at any time hereafter that the facilities as adjusted onto street rights of ways at UTILITY'S expense, be again adjusted when they are located on street rights of way, the UTILITY will alter, rebuild or relocate its facilities in accordance with the terms of the franchise agreement.

### **SECTION IV**

(a) The work will be done and all records kept in accordance with the Code of Federal Regulations Title 23, Chapter 1, Part 645, and any revisions or supplements thereto, in effect as of the date of this agreement. Actual and related indirect costs will be accumulated by the UTILITY and kept in accordance with a work order accounting procedure as prescribed or

accepted by the FEDERAL ENERGY REGULATORY COMMISSION AND/OR STATE CORPORATION COMMISSION.

(b) All costs, records and accounts are subject to audit by authorized representatives of the MUNICIPALITY and STATE. During the progress of construction and for a period of three years from the date final payment has been received by the UTILITY, the records pertaining to the adjustment and accounting thereof will be available for inspection by representatives of the MUNICIPALITY, STATE and Federal Highway Administration.

(c) The MUNICIPALITY shall reimburse the STATE all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the MUNICIPALITY, 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.

(d) The County Board has appropriated a total sum of \$50,811.94 to meet the Municipality's obligation under this Agreement. If actual costs should exceed this amount, then written back up documentation for the overage will be supplied by the STATE to the MUNICIPALITY. It is understood that all funds in excess of those previously appropriated for this Agreement by the STATE or the MUNICIPALITY would require additional appropriation(s).

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in triplicate in the name and on the behalf by its duly authorized officer or agent as of the day and year first above written.

**DOMINION VIRGINIA POWER**

In the presence of:

\_\_\_\_\_  
As to the

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA**

In the presence of:

\_\_\_\_\_  
As to the

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Virginia Department of  
Transportation**

In the presence of:

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
As to the Commonwealth

By: \_\_\_\_\_  
District Administrator

Approved as to form:

By

County Attorney