



ARLINGTON COUNTY, VIRGINIA

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| County Board Agenda Item Meeting of December 9, 2006 |
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DATE: November 21, 2006

SUBJECT: Approval of Agreement between the County Board and the Commonwealth of Virginia, Department of Transportation (VDOT) for the Development and Administration of two projects: 1) Columbia Pike Multi-Modal Improvements (from South Joyce Street to the Fairfax County Line), 2) Pentagon City Multi-Modal Improvements (South Hayes Street from Army Navy Drive to 15th Street South).

C. M. RECOMMENDATIONS:

1. Approve the Agreement between the County Board of Arlington, Virginia and the Commonwealth of Virginia, Department of Transportation (VDOT) for two federally-funded transportation projects and authorize the County Manager or his designee on behalf of the County Board to enter into the Agreement.
2. Approve and Appropriate 1) \$1,600,000 in Federal Aid Secondary funds and allocate to Department of Environmental Services General Capital Improvement Fund (PAYG) revenue account #313.366011.43513.D01S.0319 for the Columbia Pike Multi-Modal Improvements. 2) \$5,920,000 in Federal Aid Secondary funds and allocate to Department of Environmental Services General Capital Improvement Fund (PAYG) revenue account #313.366011.43515.M01A.0319 for the Pentagon City Multi-Modal Transportation Improvements Phases 1 and 2.

ISSUES: None.

SUMMARY: This is a request for approval of an agreement for development and administration of two federally-funded transportation projects intended to provide multi-modal transportation improvements along Columbia Pike and in the Pentagon City area of Arlington. The estimated total cost of these two projects is \$9,400,000.

BACKGROUND: Arlington County has initiated multi-modal improvement projects for both the Columbia Pike corridor and the Pentagon City area of South Hayes Street. Agreements have not been completed between Arlington County and the Commonwealth of Virginia to transfer transportation funds for these two federally funded projects.

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| County Manager: _____ |
| County Attorney: _____ |
| Staff: Blanche Buergher & William Roberts, Department of Environmental Services |

DISCUSSION: Attached is the Project Agreement to be used for the two projects. The same agreement would apply to both projects with details concerning each project addressed separately in Appendix A. The two projects are described below.

- The Columbia Pike Multi-Modal Improvements Project will complete detailed street and utility design plans for the entire length of Columbia Pike in Arlington. The design will incorporate the County Board approved vision as well as the recommended build alternative for transit in this essential transit corridor. The project will include the design of streetscape cross-sections, improved pedestrian facilities, left-turn lanes, on-street parking, improved transit amenities, improved vehicular flow and transit efficiency.

The estimated total cost for the project is \$2,000,000. Funding for this project is provided by: Federal Aid Secondary (\$1,600,000) to be matched by \$400,000 in County funds.

- The Pentagon City Multi-Modal Improvements Project will complete preliminary engineering and construct intersection improvements along South Hayes Street in Pentagon City as well as implementation of enhancements at the Pentagon City Metro Station. The intersections at Army Navy Drive, 12th Street and 15th Street would be redesigned and constructed. Street and sidewalk upgrades include intersection improvements, turn lanes, enhanced transit stops, lighting, landscaping and bicycle improvements. Metro Station improvements include improving an existing pedestrian passageway and designating space for Kiss and Ride, shuttles, taxis and tour buses. This location is a top transit priority location that serves about 35,000 transit riders a day and is the alternative to the Pentagon bus terminal when it becomes unavailable.

The estimated total cost for the project is \$7,400,000. Funding for this project is provided by: Federal Aid Secondary (\$5,920,000) to be matched by \$1,480,000 in County funds.

Funding Summary:

1) Columbia Pike Multi-Modal Improvements:

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|-----------------------------|-------------|
| Federal Aid Secondary (FAS) | \$1,600,000 |
| Arlington 20% Match to FAS | \$ 400,000 |

2) Pentagon City Multi-Modal Improvements

| | |
|-----------------------------|-------------|
| Federal Aid Secondary (FAS) | \$5,920,000 |
| Arlington 20% Match to FAS | \$1,480,000 |

FISCAL IMPACT: 1) Columbia Pike Multi-Modal Improvement Project: Funding (\$400,000) for the required 20% local match for the Federal Secondary funds is available in the approved 2004 Street and Highway Bond fund (314.43513.D01S.SJB). 2) Pentagon City Multi-Modal Improvement Project: Funding (\$1,480,000) for the required 20% local match for the Federal Secondary funds is available in the approved Street and Highway Bond fund (314.43515.M01A.SJB).

STANDARD PROJECT ADMINISTRATION AGREEMENT

| Project Number | UPC | Local Designation |
|--------------------------|-------|-----------------------------------|
| 0244-000-120, P101, N501 | 80359 | Columbia Pike Multi-Modal Improv. |
| 6605-000-002, P101, M501 | 82571 | Pentagon City Multi-Modal Improv. |

THIS AGREEMENT, made and executed this ____ day of _____, 200_, by and between the **County of Arlington**, 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 a Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY will progress with the development of each Project so that any federal funds allocated to each Project may be obligated within three years of allocation to each Project in accordance with the current Statewide Transportation Improvement Program, unless otherwise specified in writing by the Department; and

WHEREAS, both parties have concurred in the LOCALITY's general 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 of each Project shown in Appendix A, except the performance of the State Environmental Review Process (SERP), and coordinate with the DEPARTMENT for all reviews, approvals, and environmental actions and decisions, as required. 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. 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.

- c. 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, or all such records and documentation may be turned over to the DEPARTMENT in a manner acceptable to the DEPARTMENT.
 - d. 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 a to-date project summary schedule tracking payment requests and adjustments.
 - e. Subject to appropriation, 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.
 - f. 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.
 - g. Administer the Project in accordance with all applicable federal, state, or local laws and regulations.
 - h. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, or 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.
 - i. 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.
2. The DEPARTMENT shall:
- a. Perform the SERP and provide guidance relative to the coordination of environmental commitments that result from the SERP, provide necessary coordination with the FHWA, and approve plans, specifications,

- b. advertisement documents, and contract awards as determined to be necessary by the DEPARTMENT.
 - c. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.d, 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.
 - d. 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.
 - e. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - f. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A outlines the phases of work and general items to be administered by the LOCALITY. 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 appropriated. 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 and allocated.
 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.e, 1.f, 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.

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:

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| _____ | _____ |
| Printed or Typed name and Title of Signatory | Date |

| | |
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| _____ | _____ |
| 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-1 UPC 80359
- A-2 UPC 82571

Appendix A-1

Project Number: 0244-000-120,P101, N501

UPC 80359

| <u>Project Narrative</u> | |
|---|---|
| Scope: | Columbia Pike (Rt. 244) Streetscape Improvements |
| From: | South Joyce Street |
| To: | Fairfax County Line |
| <p>This project consists of the completion of detailed street and utility design plans for the entire length of Columbia Pike within the Project Limits (Jointly "Work). The project will include the design of streetscape cross-sections, improved pedestrian facilities, left-turn lanes, on-street parking, improved transit amenities, improved vehicular flow and transit efficiency.</p> | |
| <p>Locality Project Manager Contact Info: William Roberts Ph.: (703) 228-3824 email: wroberts@arlingtonva.us</p> | |
| <p>Department Project Coordinator Contact Info: Doug Miller Ph: (703) 383-2108 e-mail: DouglasMiller@VDOT.Virginia.gov</p> | |

| <u>Project Costs and Reimbursement</u> | | | | |
|---|-------------------------|----------------------------------|--|-------------------------------------|
| Phase | Estimated Project Costs | Estimated Eligible Project Costs | Estimated Eligible VDOT Project Expenses | Estimated Reimbursement to Locality |
| Preliminary Engineering | 1,250,000 | 1,250,000 | 50,000 | 950,000 |
| Right-of-Way & Utilities | 250,000 | 250,000 | 10,000 | 190,000 |
| Construction | 500,000 | 500,000 | 20,000 | 380,000 |
| Total Estimated Cost | 2,000,000 | | | 1,520,000 |
| Total Maximum Reimbursement by Locality to VDOT | | | | 16,000 |
| Total Maximum Reimbursement by VDOT to Locality | | | | 1,536,000 |

| <u>Project Financing</u> | | | | |
|---------------------------------|-------------------------------------|---|---|---------------------------------|
| A | B | C | D | E |
| Federal aid Secondary | Federal aid Secondary - Local Share | | | Aggregate Allocations (A+B+C+D) |
| 1,600,000 | 400,000 | | | 2,000,000 |

| <u>Program and Project Specific Funding Requirements</u> |
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| <ul style="list-style-type: none"> • This project will be administered in accordance with the "Guide for Local Administration of Virginia Department of Transportation Projects." ▪ Project funding sources are: Federal Aid Secondary : \$2.0 Million including 20% local match) ▪ Total project cost is \$2.0 million ▪ Locality is retaining local match of \$400,000 ▪ Total reimbursement by VDOT to Locality is \$1,536,000 - \$16,000 (20% of VDOT expenses) = \$ 1,520,000 ▪ Federal Aid funds are not utilized to pay for installation of underground utilities ▪ As requested by the Arlington County Attorney's office, the following clarifications are added: <ul style="list-style-type: none"> ○ Paragraph 1(a), where the text of the agreement states "as required", it shall mean "as required by the DEPARTMENT", ○ Paragraph 1(e), where the text of the agreement states "as required", it shall mean "as required by the DEPARTMENT", |

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

Authorized Locality Official and date

Residency Administrator's/Urban Program Manager's Recommendation and date

Appendix A-2

Project Number: 6605-000-002, P101, M01

UPC 82571

| <u>Project Narrative</u> | |
|--|---|
| Scope: | Pentagon City Multi-Modal Improvements (S. Hayes Street) |
| From: | Army Navy Drive |
| To: | 15th Street South |
| <p>This project consists of the completion of preliminary engineering and construction of intersection improvements along South Hayes Street in Pentagon City as well as implementation of enhancements at the Pentagon City Metro Station. The intersections at Army Navy Drive, 12th Street and 15th Street will be redesigned and constructed. Street and sidewalk upgrades include intersection improvements, turn lanes, enhanced transit stops, lighting, landscaping and bicycle improvements. Metro Station upgrades will include improving an existing pedestrian passageway and designating space for Kiss and Ride, shuttles, taxis and tour buses.</p> | |
| <p>Locality Project Manager Contact Info: Blanche Buegler, Ph: (703) 228-0597 e-mail : bbuegler@arlingtonva.us</p> | |
| <p>Department Project Coordinator Contact Info: Doug Miller Ph: (703) 383-2108 e-mail: DouglasMiller@VDOT.Virginia.gov</p> | |

| <u>Project Costs and Reimbursement</u> | | | | |
|---|-------------------------|----------------------------------|--|-------------------------------------|
| Phase | Estimated Project Costs | Estimated Eligible Project Costs | Estimated Eligible VDOT Project Expenses | Estimated Reimbursement to Locality |
| Preliminary Engineering | 1,000,000 | 1,000,000 | 40,000 | 760,000 |
| Right-of-Way & Utilities | 0 | 0 | 0 | 0 |
| Construction | 8,172,000 | 6,400,000 | 82,000 | 5,118,000 |
| Total Estimated Cost | 9,172,000 | | | 5,878,000 |

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| Total Maximum Reimbursement by Locality to VDOT | 24,400 |
| Total Maximum Reimbursement by VDOT to Locality | 5,902,400 |

| <u>Project Financing</u> | | | | |
|---------------------------------|---|---|---|------------------------------------|
| A | B | C | D | E |
| Federal aid Secondary | Federal aid Secondary - Local Share | | | Aggregate Allocations (A+B+C+D) |
| 5,920,000 | 1,480,000 | | | 7,400,000 |

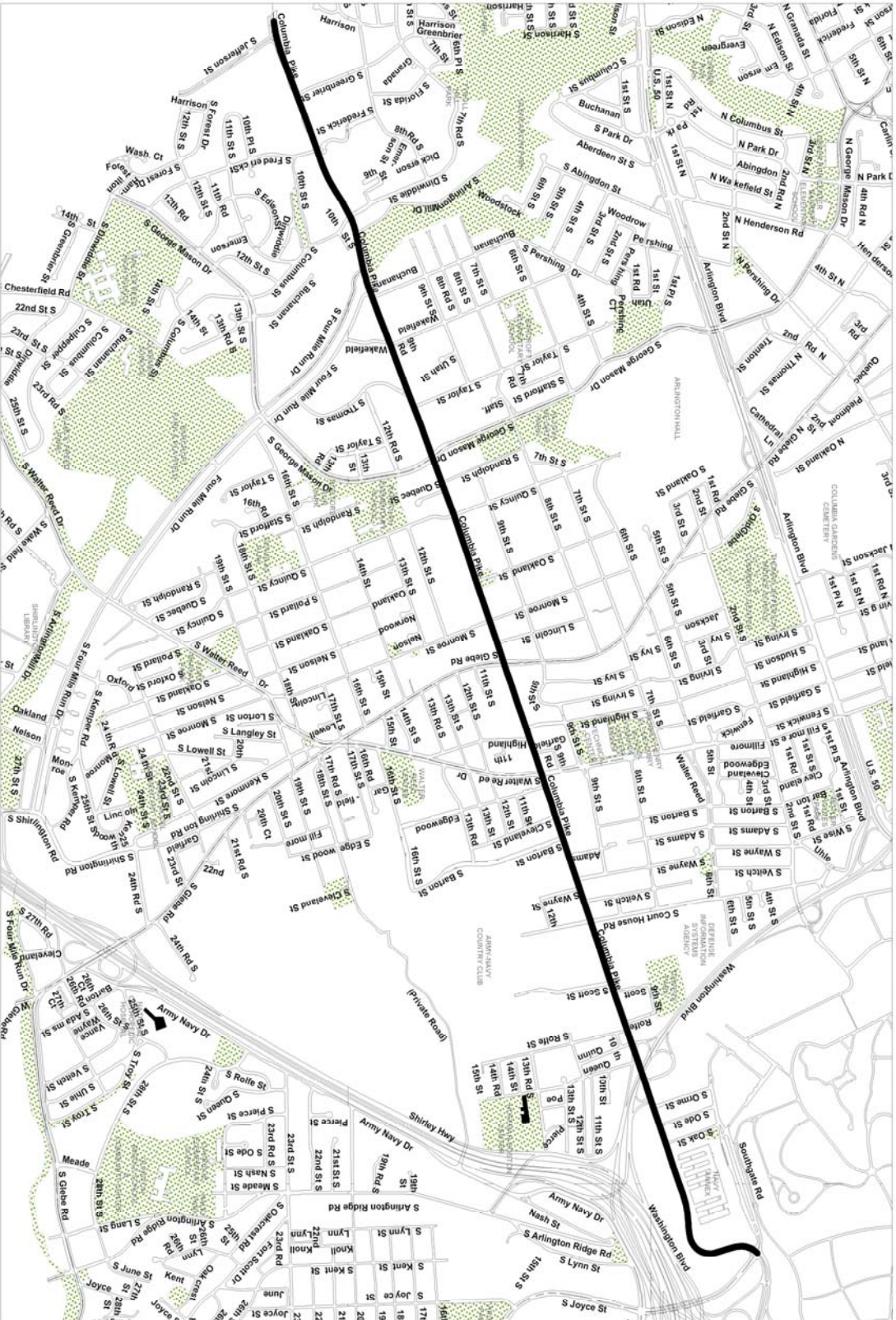
| <u>Program and Project Specific Funding Requirements</u> |
|---|
| <ul style="list-style-type: none"> • This project will be administered in accordance with the “Guide for Local Administration of Virginia Department of Transportation Projects.” ▪ Project funding sources are: Federal Aid Secondary : \$7.4 Million including 20% local match) ▪ Total project cost is \$9,172,000 million. ▪ Any construction contract issued pursuant to this agreement shall be limited to available funding allocations ▪ Total reimbursement by VDOT to Locality is \$5,902,400 - \$24,400 (20% of VDOT expenses) = \$ 5,878,000 ▪ Federal Aid funds are not utilized to pay for installation of underground utilities ▪ As requested by the Arlington County Attorney’s office, the following clarifications are added: <ul style="list-style-type: none"> ○ Paragraph 1(a), where the text of the agreement states "as required", it shall mean "as required by the DEPARTMENT", ○ Paragraph 1(e), where the text of the agreement states "as required", it shall mean "as required by the DEPARTMENT", |

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

Authorized Locality Official and date

Residency Administrator’s/Urban Program Manager’s
Recommendation and date

Attachment 1: Columbia Pike Multi-Modal Improvements



Attachment 2: Pentagon City Multi-Modal Improvements

