DATE: February 27, 2006

SUBJECT: Approval of Agreement with the Commonwealth of Virginia, Department of Transportation (VDOT) for the Development and Administration of the RTE 120-South Glebe Road/I-395 Interchange Area Improvements Project.

C. M. RECOMMENDATIONS:

1. Approve the Agreement between the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation (VDOT) for the Development and Administration of the Rte 120-South Glebe Road/I-395 Interchange Area Improvements and authorize the County Manager or his designee on behalf of the County Board to enter into the Agreement.

2. Approve and Appropriate $795,300.00 in Federal Transportation Earmark funds that is included in FY04 Federal Omnibus Bill allocation. and allocate to Department of Environmental Services General Capital Improvement Fund (PAYG) revenue account #013.319.0660.17.

ISSUES: None.

SUMMARY: This is a request for approval of an agreement for development and administration of the RTE 120-South Glebe Road/I-395 Interchange Area Improvements Project. The estimated total cost of this project is $795,300.00.

BACKGROUND: Arlington has identified the need for a fully coordinated traffic signal design at the intersection of Virginia 120 (South Glebe Road South to West Glebe for the purpose of improving pedestrian, transit operations and vehicular safety and circulation in this section of S. Glebe.

DISCUSSION: Development and Administration of the RTE 120-South Glebe Road/I-395 Interchange Area Improvements Project. Attached is the Project Agreement for Rte 120-South Glebe Road/I-395 Interchange Area Improvement Project. The project will perform a roadway capacity study that will address the future cross section of S. Glebe Road from north of 24th Street South to West Glebe including the NB off-ramp of I-395 and NB on-ramp of I-395, coupled with an alternatives analysis to address safety and operational concerns, and development of construction plans for signaling and lane modifications. The construction plans will be done in phases and will be designed as must as possible within existing rights-of-ways. The streetscape portion of the project consists of improving pedestrian facilities including...
installing wider sidewalks and crosswalks and providing additional pedestrian amenities.

Funding Summary:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Omnibus Bill</td>
<td>$795,300</td>
</tr>
<tr>
<td>Total</td>
<td>$795,300</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:** Funding ($795,000) does not require a local match.
STANDARD PROJECT ADMINISTRATION AGREEMENT

<table>
<thead>
<tr>
<th>Project Number</th>
<th>UPC</th>
<th>Local Designation</th>
</tr>
</thead>
</table>
| 0120-000-125, C501, P101, R201 | 73282 | Rte 120-South Glebe Road/I-395 Interchange Area
|                      |       | Improvements                                           |

THIS AGREEMENT, made and executed this _____ day of _______________, 2005, 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 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, advertisement documents, and contract awards as determined to be necessary by the DEPARTMENT.

b. 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.
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 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.

____________ OF __________, VIRGINIA:

__________________________________ _________________________
Date

__________________________________  ___________________________________
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      Date
Commonwealth of Virginia
Department of Transportation

__________________________________  ___________________________________
Signature of Witness      Date

Attachments
Appendix A (This agreement is for # UPC 73282)
Project Number (UPC 73282)  
Locality: Arlington County

**Project Narrative**

**Scope:** Rte 120-South Glebe Road/ I-395 Interchange Area Improvement

**From:** 24th Road South (2400 Block, S. Glebe Road)  
**To:** West Glebe Road

The PE phase of this project will perform a roadway capacity study that will address the future cross-section of S. Glebe Road from north of 24th Street South to West Glebe including the NB off-ramp of I-395 and NB on-ramp of I-395, coupled with an alternatives analysis to address safety and operational concerns, and development of construction plans for signaling and lane modifications. It is also anticipated that a limited amount of new right-of-way and/or easement will be required. The construction plans will be done in phases and will be designed as much as possible within existing rights-of-ways. The total funding for the PE, RW, & the initial CN phases of this project are shown below. Future allocations may be needed to construct future CN phases of the project.

Locality Project Manager Contact Info: Terry Bellamy Ph.: (703) 228-3720 email: tbella@arlingtonva.us  
Department Project Coordinator Contact Info: Carol Bondurant Ph: (703) 383-2108 e-mail: Carol.Bondurant@VDOT.Virginia.gov

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Project Costs</th>
<th>Estimated Eligible Project Costs</th>
<th>Estimated Eligible VDOT Project Expenses</th>
<th>Estimated Reimbursement to Locality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$250,000</td>
<td>$250,000</td>
<td>$10,000</td>
<td>$240,000</td>
</tr>
<tr>
<td>Right-of-Way &amp; Utilities</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$4,000</td>
<td>$96,000</td>
</tr>
<tr>
<td>Construction</td>
<td>$445,300</td>
<td>445,300</td>
<td>$17,800</td>
<td>$427,500</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$795,300</td>
<td>$795,300</td>
<td>$31,800</td>
<td>$763,500</td>
</tr>
</tbody>
</table>

**Total Maximum Reimbursement by Locality to VDOT**  
0

**Total Maximum Reimbursement by VDOT to Locality**  
$763,500

**Project Financing**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Sharing (State Share)</td>
<td>Revenue Sharing (Local Share)</td>
<td>Federal Aid Secondary</td>
<td>Federal Aid Secondary - Local Share</td>
<td>Omnibus Bill (Federal Demonstration Project)</td>
<td>Aggregate Allocations (A+B+C+D+E)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$795,300</td>
</tr>
</tbody>
</table>

Form Date: February 27, 2006
### Program and Project Specific Funding Requirements

- This project will be administered in accordance with the "Guide for Local Administration of Virginia Department of Transportation Projects."

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project funding sources are: FY Federal Omnibus Bill Allocation ($795,300.)</td>
<td></td>
</tr>
<tr>
<td>VDOT administrative expenses for SERP, plan review, environmental reevaluations, et cetera (~ 4% of the project total) will be deducted from the payments made to Arlington County.</td>
<td></td>
</tr>
<tr>
<td>Federal Funds will not be utilized to pay for installation of underground utilities</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Per the request of the Arlington County Attorney's office, the following clarifications are added to this agreement:

- In paragraph 1(a), where the text of the agreement states “as required”, it shall mean “as required by the DEPARTMENT”.
- In paragraph 1(e), where the text of the agreement states “expenses incurred”, it shall mean “expenditures incurred by the DEPARTMENT.”

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

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Authorized Locality Official and date

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

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