

## STANDARD PROJECT ADMINISTRATION AGREEMENT

Project Number	UPC	Local Designation
0029-000-103, PE101, N501	79275	Emergency Vehicle Preemption on Lee Highway
SSG0-000-101, PE 101, N501	79276	Grounding of Signal System at Various Locations

THIS AGREEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between 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.

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- 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.

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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.

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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.

**ARLINGTON COUNTY, 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.

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**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**  
Appendix A

# Appendix A

Arlington County

**Project Number: (79275)**

**Locality: Arlington County**

State Project # 0029-000-103, PE101, N501

<b>Project Narrative</b>	
<b>Scope:</b>	<b>Lee Hwy Emergency Vehicle Preemption System</b>
<b>From:</b>	<b>Falls Church City Line</b>
<b>To:</b>	<b>Rosslyn Metro Station</b>
<p>Lee Highway Emergency-Vehicle-Preemption (EVP) System. These funds would complete preliminary engineering and implementation of an emergency vehicle preemption system on Lee Highway between Falls Church and Rosslyn. An EVP system is currently in place on Glebe Road between Lee Highway and Washington Boulevard including the access to Arlington Hospital. This grant would not only allow the County to expand its EVP coverage surrounding I-66 corridor but also provide the basic infrastructure in deploying a transit-signal-priority system on Lee Highway in the future.</p>	
<p>Locality Project Manager Contact Info: Wasim Raja, Phone: (703) 228-7588 email: <a href="mailto:Wraja@arlingtonva.us">Wraja@arlingtonva.us</a>            Department Project Coordinator Contact Info: Carol Bondurant Phone: (703) 383-2209; email: <a href="mailto:carol.bondurant@VDOT.Virginia.gov">carol.bondurant@VDOT.Virginia.gov</a></p>	

<b>Project Costs and Reimbursement</b>				
<b>Phase</b>	<b>Estimated Project Costs</b>	<b>Estimated Eligible Project Costs</b>	<b>Estimated Eligible VDOT Project Expenses</b>	<b>Estimated Reimbursement to Locality</b>
Preliminary Engineering	300,000	300,000	12,000	228,000
Right-of-Way & Utilities	0	0	0	0
Construction	700,000	700,000	0	560,000
<b>Total Estimated Cost</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>*12,000</b>	<b>788,000</b>
<b>Total Maximum Reimbursement by Locality to VDOT</b>				<b>2,400</b>
<b>Total Maximum Reimbursement by VDOT to Locality</b>				<b>790,400</b>

<b>Project Financing</b>				
A	B	C	D	E
Federal-Aid Secondary Funds	Federal-Aid Secondary Funds (Local Match)	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
800,000	200,000	0	0	1,000,000

<b>Program and Project Specific Funding Requirements</b>
<p>This project will be administered in accordance with the "Guide for Local Administration of Virginia Department of Transportation Projects."</p> <ul style="list-style-type: none"> <li>• Locality is retaining total match of \$200,000</li> <li>• Total reimbursement by VDOT to Locality is \$790,400 - \$2,400 (20% of VDOT expenses) = \$788,000</li> <li>• Federal-Aid Funds will not be utilized to pay for installation of underground utilities.</li> </ul> <p>* This project is operational and the standard 4% of CN Est. Eligible VDOT expenses is waived.</p>

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**

Arlington County

**Project Number: (79276)**

**Locality: Arlington County**

**State Project # SSG0-000-101,PE 101, N501**

<b>Project Narrative</b>	
<b>Scope:</b>	<b>Grounding of Signal System</b>
<b>From:</b>	<b>Various Location in Arlington County</b>
<b>To:</b>	<b>N/A</b>
<p>A recently-completed study on Arlington’s communications master plan indicated that many signalized intersections within the County failed to pass an acceptable grounding test. The study further revealed that the signal cabinets and communication modems were not properly grounded at those locations. Improper grounding causes interference in the communications network, hardware malfunctions due to electrical conditions (burn-out of expensive equipments such as CCTV camera), and safety risks for technicians working at those locations. These funds would allow the County to properly ground all traffic-signal-system equipment in the field, and conform to the applicable national electrical standards.</p>	
<p>Locality Project Manager Contact Info: Wasim Raja, Phone: (703) 228-7588 email: <a href="mailto:Wraja@arlingtonva.us">Wraja@arlingtonva.us</a>                      Department Project Coordinator Contact Info: Carol Bondurant Phone: (703) 383-2209; email: <a href="mailto:carol.bondurant@VDOT.Virginia.gov">carol.bondurant@VDOT.Virginia.gov</a></p>	

<b>Project Costs and Reimbursement</b>				
<b>Phase</b>	<b>Estimated Project Costs</b>	<b>Estimated Eligible Project Costs</b>	<b>Estimated Eligible VDOT Project Expenses</b>	<b>Estimated Reimbursement to Locality</b>
Preliminary Engineering	75,000	75,000	5,000	55,000
Right-of-Way & Utilities	0	0	0	0
Construction	925,000	925,000	0	740,000
<b>Total Estimated Cost</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>*5,000</b>	<b>795,000</b>

<b>Total Maximum Reimbursement by Locality to VDOT</b>	<b>1,000</b>
<b>Total Maximum Reimbursement by VDOT to Locality</b>	<b>796,000</b>

<b>Project Financing</b>				
A	B	C	D	E
Federal-Aid Secondary Funds	Federal-Aid Secondary Funds (Local Match)	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
800,000	200,000	0	0	1,000,000

<b>Program and Project Specific Funding Requirements</b>
<p>This project will be administered in accordance with the “Guide for Local Administration of Virginia Department of Transportation Projects.”</p> <ul style="list-style-type: none"> <li>• Locality is retaining total match of \$200,000</li> <li>• Total reimbursement by VDOT to Locality is \$796,000 - \$1,000 (20% of VDOT expenses) = \$795,000</li> <li>• Federal-Aid Funds will not be utilized to pay for installation of underground utilities</li> <li>• *A project that has less than 125K of PE Project Costs will be assessed for a minimum of Est. Eligible VDOT expenses of 5K. This project is operational and the standard 4% of CN Est. Eligible VDOT expenses is waived.</li> </ul>

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

