



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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Agenda Item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 18, 2019

MOTION

Made By: Ms. Hynes, Seconded By: Mr. Kasprowicz
Action: Motion Carried, Unanimously

AUTHORIZATION FOR THE COMMISSIONER OF HIGHWAYS TO ENTER INTO A PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION RELATING TO A STUDY OF TRAFFIC OPERATIONS AND SAFETY AT ROUTE 28 AND DULLES TOLL ROAD/DULLES GREENWAY

WHEREAS, §33.2-214(C) of the *Code of Virginia* empowers the Commonwealth Transportation Board (“Board”) to enter into contracts with entities created for transportation purposes; and

WHEREAS, §33.2-209 of the *Code of Virginia* empowers the Commissioner of Highways (“Commissioner”) to enter into contracts with localities, among others, for the purpose of administering projects; and

WHEREAS, the Metropolitan Washington Airports Authority (“MWAA”) is an entity created for transportation purposes that operates and maintains the Dulles Toll Road and the Dulles Access Road; and

WHEREAS, Toll Road Investors Partnership II (“TRIP II”) is a private entity that operates the Dulles Greenway; and

WHEREAS, the Virginia Department of Transportation (the “Department”) is procuring a study of traffic operations and safety at the Route 28 & Dulles Toll Road/Dulles Greenway Interchange (the “Project”); and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter Into a Project Agreement Relating to a Study of Traffic Operations and Safety at Route 28 and Dulles Toll Road/Dulles Greenway Interchange

September 18, 2019

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WHEREAS, the Department, Fairfax County, Loudoun County, MWAA and TRIP II will provide funding for the Project; and

WHEREAS, the Department will administer the Project; and

WHEREAS, the Department, Fairfax County, Loudoun County, MWAA and TRIP II have negotiated and the Department has requested that the Board authorize the Commissioner to enter into/execute a Project Agreement for Funding and Administration (“PAFA”), attached hereto as Attachment A, governing the administration and funding of the Project; and

WHEREAS, pursuant to §33.2-214(C) of the *Code of Virginia*, the Board has the power to enter into the PAFA with MWAA; and

WHEREAS, pursuant to §33.2-209 of the *Code of Virginia*, the Commissioner has the power to enter into the PAFA with Fairfax County, Loudoun County, and TRIP II.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Commissioner or his designee to enter into/execute the PAFA between the Department and MWAA, among others, governing the administration and funding of the Project, in the form set out in Attachment A, with such changes as the Commissioner deems necessary or appropriate.

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CTB Decision Brief

AUTHORIZATION FOR THE COMMISSIONER OF HIGHWAYS TO ENTER INTO A PROJECT AGREEMENT FOR FUNDING AND ADMINISTRATION RELATING TO A STUDY OF TRAFFIC OPERATIONS AND SAFETY AT ROUTE 28 AND DULLES TOLL ROAD/DULLES GREENWAY

Issue: In furtherance of a study to assess traffic operations and safety and develop mitigation measures for the Route 28 corridor in the vicinity of the Dulles Toll Road/Dulles Greenway interchange (the “Project”), from Route 665 (Frying Pan Road) in Fairfax County to Route 846 (Sterling Boulevard) in Loudoun County, the Virginia Department of Transportation (the “Department”) seeks from the Commonwealth Transportation Board (“Board”) approval to enter into a project administration agreement between the Department, Fairfax County, Loudoun County, Metropolitan Washington Airports Authority (“MWAA”) and Toll Road Investors Partnership II (“TRIP II”).

Facts: Over the past several years, a number of improvements in the Route 28 corridor and surrounding roadway network have been completed. In August 2017, the Department completed a project that added one lane to southbound Route 28 from Sterling Boulevard to Route 50. In addition, in February 2017, the Innovation Avenue Interchange partially opened to traffic (right-in/right-out), with complete opening in the spring of 2017. Prior to these projects, southbound Route 28 experienced congestion in the morning peak period. While the widening increased capacity of the southbound Route 28, the interchange area continues to experience reoccurring congestion during the morning and afternoon peak periods.

In addition to these roadway changes, land development and traffic continues to grow in areas around the Route 28 corridor in both Fairfax and Loudoun counties. The extension of the Metrorail Silver Line to points west of the Dulles Airport in Loudoun County is expected to be completed by 2020. The provision of multi-modal improvements, such as Metrorail line and transit service to the new Metrorail stations, is expected to attract new development to the Dulles Toll Road/Dulles Greenway and Route 28 corridors.

Roadway users and stakeholders have submitted requests to the Department to assess the traffic and safety conditions at this interchange area, and identify solutions to address existing and potential future issues. The Department has conducted preliminary assessments and has determined that currently there exist significant issues with traffic operations and safety, which are expected to further deteriorate with the anticipated growth in traffic volume. Because the Route 28 corridor in the vicinity of the Dulles Toll Road/Dulles Greenway interchange covers Fairfax and Loudoun Counties and includes facilities owned and/or maintained by MWAA and TRIP II, the project is being conducted with technical and financial participation by these stakeholders. Proposed mitigation measures will impact the Department’s facilities as well as facilities located in Fairfax and Loudoun Counties owned and/or maintained by MWAA and TRIP II.

The Department has prepared a multi-party project agreement for this Project that indicates the commitments and responsibilities of each of the parties. Each of the parties agrees with the requirements indicated in the agreement, including financial contribution.

Pursuant to §33.2-214(C) of the *Code of Virginia*, the Board has the power to enter into the PAFA with MWAA, and pursuant to §33.2-209 of the *Code of Virginia*, the Commissioner has the power to enter into the PAFA with Fairfax County, Loudoun County, and TRIP II.

Recommendation: The Department recommends that the Board authorize the Commissioner of Highways or his designee to enter into the multi-party agreement with MWAA, among others, to complete the Route 28 Corridor Study.

Action Required by the CTB: Approve by majority vote the resolution providing the authorization that is recommended herein.

Result if Approved: The Commissioner will be authorized to enter into the agreement, thereby allowing the Route 28 Corridor Study to be completed in a timely manner.

Options: Approve, Deny or Defer.

Public Comments/Reactions: N/A

Attachment A

**VDOT ADMINISTERED – LOCALLY and PRIVATELY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

PROJECT NUMBER 43844-15-27 UPC T23243

THIS AGREEMENT, made and executed in quintuple on this the ____ day
of _____, 2019, by and among the following Parties:
COMMONWEALTH OF VIRGINIA DEPARTMENT OF
TRANSPORTATION, (hereinafter referred to as the "DEPARTMENT"),
the COUNTY OF FAIRFAX, and the COUNTY OF LOUDOUN,
(hereinafter collectively referred to as "COUNTIES"), the
METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
("MWAA") and TOLL ROAD INVESTORS PARTNERSHIP II, L.P.
(hereinafter collectively referred to as "OPERATING AGENCIES")

WITNESSETH

WHEREAS, the COUNTIES and OPERATING AGENCIES have expressed their desire to have the DEPARTMENT administer the work, the scope and description of which are set out in Appendix B (hereinafter referred to as the "Project") and the DEPARTMENT has agreed to perform such work; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the DEPARTMENT, each of the COUNTIES and each of the OPERATING AGENCIES, for purposes of financing the Project; and

WHEREAS, all Parties have concurred in the DEPARTMENT's administration of the Project in accordance with this Agreement and including associated Appendices A and B, and with applicable federal, state, and local law and regulations; and

WHEREAS, each of the governing bodies of the COUNTIES and the OPERATING AGENCIES has, by its respective resolutions or other authorizing documentation, set forth in Appendix C, authorized each of their authorized representatives to enter into and execute this Agreement; and

WHEREAS, section 33.2-338 of the *Code of Virginia* authorizes both the DEPARTMENT and the COUNTIES to enter into this Agreement; and

WHEREAS, the Commonwealth Transportation Board has, pursuant to section 33.2-214 of the *Code of Virginia*, the power and duty to enter into contracts with local districts, commissions, agencies, or other entities created for transportation purposes and has delegated authority to the Commissioner of Highways or his designee to enter into and execute this Agreement; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties hereto agree as follows:

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and in accordance with all applicable laws and regulations and all work shall be completed in accordance with the schedule established by all Parties.
 2. Perform or have performed, and remit all payments due to third parties for, all work performed for the Project as set out in Appendix A and Appendix B.
 3. Provide a summary of Project expenditures to the COUNTIES and OPERATING AGENCIES for charges of actual DEPARTMENT cost.
 4. Notify the COUNTIES and OPERATING AGENCIES of additional Project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances and use best efforts to provide such notification to the COUNTIES and OPERATING AGENCIES prior to performing any activities which would incur the estimated additional costs.
 5. Return any unexpended funds to the COUNTIES and OPERATING AGENCIES in shares pro rata to each such Party's contribution no later than 90 days after the Project has been completed and final Project expenses have been paid in full.
- B. The COUNTIES and OPERATING AGENCIES shall:
1. Provide funds to the DEPARTMENT for the work to be performed by or on behalf of DEPARTMENT, in accordance with the payment schedule outlined in Appendix A.
 2. Collectively work together to identify additional funding needed in the event of unforeseen circumstances which require additional funding, recognizing that all work will cease once funding has been exhausted, and to enter into an amendment to this Agreement to reflect such additional funding.
- C. Funding provided by the COUNTIES shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors of the COUNTIES and funding provided by the DEPARTMENT shall be subject to appropriation by the Virginia General Assembly and allocation by the Commonwealth Transportation Board.
- D. The Parties mutually agree and acknowledge, in entering into this Agreement, that (i)

the individuals acting on behalf of the Parties are acting within the scope of their official authority and (ii) no Party will bring a suit or assert a claim against any official, officer, director, partner, agent or employee of any other Party, in such individual's or entity's 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 any Party in a competent court of law.

- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, that is not a Party hereto, to maintain any action pursuant to the terms of this Agreement or otherwise for, without limitation, personal injury, property damage, breach of contract, return of money, property, or deposit(s); or, cancellation or forfeiture of bonds, or financial instruments. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that neither the COUNTIES, OPERATING AGENCIES nor the DEPARTMENT shall be bound by any agreement between any Party and other persons or entities concerning any matter that is the subject of this Agreement, unless and until the COUNTIES, OPERATING AGENCIES and the DEPARTMENT have received a true written copy of such agreement and have all affirmatively agreed, in writing, to be bound by such agreement.
- F. Nothing in this Agreement shall be construed as a waiver of the COUNTIES', MWAA'S, or the Commonwealth of Virginia's sovereign immunity.
- G. Should the funding set out in Appendix A be insufficient, for any reason, the COUNTIES and OPERATING AGENCIES shall collectively work together with the DEPARTMENT in accordance with subsection B(2) of this Agreement to provide the additional funding necessary to complete the work in Appendix B and if such additional funding from the COUNTIES and OPERATING AGENCIES is unavailable, all Parties will review all available options for moving the Project forward, including but not limited to, halting work until additional funds are allocated, or revising the Project scope to conform to available funds.
- H. Subject to paragraph C, should the Project be cancelled by the COUNTIES and OPERATING AGENCIES, the COUNTIES and OPERATING AGENCIES shall be responsible for any costs, claims and liabilities associated with the early termination of any contract(s) issued pursuant to this Agreement.

- I. All Parties agree that, in the event additional funds are required to complete the Project over and above the funds identified in Appendix B, any Party may terminate its participation in the Project and shall not be responsible for contributing additional funds by providing 60 days advance written notice to all other Parties. The terminating Party shall nevertheless remain responsible for its original contribution to the Project as set forth in Appendix A and shall be responsible for reimbursing the DEPARTMENT for its pro rata share of any additional expenses it has agreed to fund and that have been incurred by the DEPARTMENT through the date the termination of its participation becomes effective.
- J. All notices and other communications to be given under this Agreement shall be directed to:

For the DEPARTMENT:

Abraham Lerner
Associate Manager of Special Project Development
4975 Alliance Drive
Fairfax, VA 22030
703-259-3345

For the COUNTY OF FAIRFAX:

John King
Transportation Planner
4050 Legato Road
Fairfax, VA 22033
703-877-5840

For the COUNTY OF LOUDOUN:

Susan Glass
Program Manager
101 Blue Seal Dr SE, Suite 102
Leesburg, VA 20175
703-777-0251

For the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY:

Michael Hewitt
Airport Planner Engineer
1 Aviation Circle
Washington, DC 20001
703-572-0264

For TOLL ROAD INVESTORS PARTNERSHIP II, L.P:

Don Cohrs
Chief Operating Officer
45305 Catalina Court, Suite 102
Sterling, VA 20166
703-668-0032

or to such other recipients or addresses as may be requested by the Parties in writing at least one week prior to the date of such notice. Any notice given shall be deemed given when delivered, if personally served, or if delivered by mail, three (3) days after being posted with the U.S. Post Office, first class postage pre-paid.

THE COUNTIES and OPERATING AGENCIES 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 shall be governed in all respects by the laws of the Commonwealth of Virginia.

THIS AGREEMENT, when properly executed, shall be binding upon all Parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of all Parties.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the day, month, and year first herein written.

COUNTY OF FAIRFAX, VIRGINIA:

Date

Typed or Printed Name of Signatory

Signature of Witness

Date

NOTE: The official signing for the FAIRFAX COUNTY must attach a certified copy of his or her authority to execute this Agreement.

COUNTY OF LOUDOUN, VIRGINIA:

Date

Typed or Printed Name of Signatory

Signature of Witness

Date

NOTE: The official signing for the LOUDOUN COUNTY must attach a certified copy of his or her authority to execute this Agreement.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY:

_____ Date _____

Typed or Printed Name of Signatory

_____ Date _____
Signature of Witness

NOTE: The official signing for the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY must attach a certified copy of his or her authority to execute this Agreement.

TOLL ROAD INVESTORS II, L.P. a Virginia limited partnership:

_____ Date _____

Typed or Printed Name of Signatory

_____ Date _____

Signature of Witness

NOTE: The official signing for TOLL ROAD INVESTORS II must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways or his designee
Commonwealth of Virginia
Department of Transportation

Date

Typed or Printed Name of Signatory

Signature of Witness

Date

Attachments: Appendix A (106141)
Appendix B (106141)
Appendix C – Authorities for execution

VDOT Administered, Locally Funded Appendix A

Date: 8/22/2019

Project Number: 43844-15-27 UPC: T23243 CFDA# N/A Parties: Fairfax and Loudoun Counties, MWAA, Toll Road Investors Partnership II, L.P.

<p>From: Route 665 Frying Pan Road (Fairfax County) To: Route 846 S. Sterling Boulevard (Loudoun County)</p>	<p>Locality DUNS # Fairfax County: 074837626 Loudoun County: 831900704 Metropolitan Washington Airports Authority: 197136690 Toll Road Investors Partnership II L.P.: 197136690</p>	<p>Locality Address (incl ZIP+4): Fairfax County 4050 Legato Road, Suite 400, Fairfax, VA 22033-2895</p> <p>Loudoun County 1 Harrison Street, Leesburg, VA 20175-3102</p> <p>Metropolitan Washington Airports Authority 1 Aviation Circle, Washington, DC 20001-6000</p> <p>Toll Road Investors Partnership II L.P. 45305 Catalina Ct., 102, Sterling, VA 20166-2369</p>
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Scope: Conduct an assessment of Route 28 traffic operations and safety and develop mitigation measures to address the traffic operations and safety issues.	
From:	Route 665 Frying Pan Road (Fairfax County)
To:	Route 846 S. Sterling Boulevard (Loudoun County)
Locality Project Manager Contact info:	John King (Fairfax Co.), john.king2@fairfaxcounty.gov, 703-877-5840 Susan Glass (Loudoun County), susan.glass@loudoun.gov, 703-777-0251 Michael Hewitt (MWAA), michael.hewitt@mwaa.com, 703-572-0264 Don Cohrs (TRIP II), dcohrs1@dullesgreenway.com, 703-688-0032
Department Project Coordinator Contact Info:	Abraham Lerner, abraham.lerner@vdot.virginia.gov, (703) 259-3345

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$850,000
Right of Way & Utilities	\$0
Construction	\$0

Total Estimated Cost	\$850,000	
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Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local / Private Share Amount
Preliminary Engineering	\$450,000	State Funds	0%	\$0
	\$400,000	Local / Other Funds	100%	\$400,000
Total PE	\$850,000			\$400,000
Right of Way & Utilities				
Total RW				
Construction				
Total CN				
Total Estimated Cost	\$850,000			\$400,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$400,000
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Project Financing					
State Funds	Local Funds (Fairfax)	Local Funds (Loudoun)	Other Funds Metropolitan Washington Airports Authority	Other Funds Toll Road Investors Partnership II, L.P.	Aggregate Allocations
\$450,000	\$100,000	\$100,000	\$100,000	\$100,000	\$850,000

Payment Schedule			
FY 2019			
\$850,000			

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This agreement/appendix is for PE STUDY ONLY. If this later becomes a full project to include Right of Way and/ or Construction phases, a separate UPC and agreement/appendix will be executed.

- All local funds included on this appendix have been formally committed by the counties government's board and or operating agencies resolution subject to appropriation.
- This is a limited funds project. The COUNTIES / OPERATING AGENCIES shall be responsible for any additional funding in excess of \$450,000.
- VDOT has billed the COUNTIES / OPERATING AGENCIES \$0.00 for this project as of 05/17/2019
- VDOT has received \$0.00 from the COUNTIES / OPERATING AGENCIES for this project as of 05/17/2019
- **Fairfax County, Loudoun County, Metropolitan Washington Airports Authority, and Toll Road Investors Partnership II, L.P. each shall make one (1) payment to VDOT in the amount of \$100,000 no later than 60 days after execution of this agreement.**

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

Fairfax Authorized County Official and Date

Typed or printed name of person signing

Loudoun Authorized County Locality Official and Date

Typed or printed name of person signing

Metropolitan Washington Airports Authority
Authorized Official and Date

Typed or printed name of person signing

Toll Road Investors Partnership II, L.P. Authorized
Official and Date

Typed or printed name of person signing

VDOT Authorized Official and Date

Typed or printed name of person signing

Appendix B

Project Number: 43844-15-27 (UPC T23243)

**Parties: Fairfax and Loudoun Counties,
MWAA, Toll Road Investors Partnership II,
L.P.**

Project Scope	
Work Description:	Conduct an assessment of Route 28 traffic operations and safety and develop mitigation measures to address the traffic operations and safety issues.
From:	Route 665 Frying Pan Road (Fairfax County)
To:	Route 846 S. Sterling Boulevard (Loudoun County)
Fairfax County Project Coordination Contact Info: John King - john.king2@fairfaxcounty.gov – 703-877-5840	
Loudoun County Project Coordinator Contact Info: Susan Glass - susan.glass@loudoun.gov - 703-777-0251	
MWAA Project Coordinator Contact Info: Michael Hewitt - michael.hewitt@mwaa.com – 703-572-0264	
TRIP II Project Coordinator Contact Info: Don Cohrs – dcohrs@dullesgreenway.com – 703-668-0032	
Department Project Coordinator Contact Info: Abraham Lerner – abraham.lerner@vdot.virginia.gov – 703-259-3345	

Detailed Scope of Services
<ul style="list-style-type: none">• Review information obtained from previous studies/analyses• Hold coordination meetings with Stakeholders.• Collect traffic and safety data<ul style="list-style-type: none">▪ One week volume counts at 22 locations on Route 28 and Route 267▪ One week volume counts at six interchanges and ramps▪ Conduct AM and PM peak period turning movement counts at ten intersections▪ Collect origin destination data for AM and PM peak periods (6:30 AM – 9:30AM and 4:00 PM -7:00PM) on a typical weekday (Tuesday, Wednesday or Thursday)▪ Collect Toll booth transaction data for Dulles Toll Road and Dulles Greenway▪ Collect travel time data for AM and PM peak periods▪ Collect information on roadway widths and bridge clearances• Develop existing conditions VISSIM models for AM and PM peak periods and calibrate the models.• Use the VISSIM models to conduct operational analysis for weekday AM peak period and weekday PM peak period• Develop an existing conditions technical memorandum.• Develop No-Build future year models and assess No-Build conditions<ul style="list-style-type: none">▪ Collect information on projects in the study area which are being designed and/or constructed to be used as baseline conditions (Dulles Greenway/Dulles Toll Road widening from the Dulles Greenway Toll Plaza to Centreville Road and the widening of northbound Route 28 from the Dulles Toll Road to Sterling Road plus any other relevant projects, if significant).▪ Use the Metropolitan Washington Council of Governments (MWCOG) Model to develop 2025 and 2045 future year traffic forecasts. Refine the model if necessary. Validate the MWCOG model.▪ Develop travel demand forecasts for specific time periods, AM peak period and PM peak period, for:

- Base Year
- 2025 No-Build conditions
- 2045 No-Build conditions
- Develop 2025 and 2045 No-Build VISSIM models
- Use VISSIM to evaluate No-Build scenarios
- Use VISSIM to conduct a “sensitivity analysis” for 2025 and 2045 conditions without the widening of the Dulles Greenway/Dulles Toll Road from the Dulles Greenway Toll Plaza to Centreville Road.
- Develop a technical memorandum with assessment of future No-Build conditions
- Develop Alternative Improvement Options and Select Concept for Further Evaluation
 - Collect available GIS right-of-way and topographic data for the study area
 - Collect information on planned improvements to roadway infrastructure in the study area
 - Develop up to ten mitigation measures to address operations and safety issues identified for the No-Build conditions
 - Combine mitigation measures into up to four mitigation alternatives
 - Run AM Peak and PM peak VISSIM models for the 2025 and 2045 conditions for up to four mitigation alternatives
 - Evaluate the future year alternatives
 - Prepare a Technical Memorandum summarizing the evaluation of alternatives and recommendation
- Develop Concept Layout and Planning Level Cost Estimate for Selected Alternative
- Prepare Final Report (Draft and Final)
- Any additional tasks agreed to by all parties, if necessary to complete the study

Fairfax Authorized County Official and Date

Typed or printed name of person signing

Loudoun Authorized County Official and Date

Typed or printed name of person signing

Metropolitan Washington Airports Authority Authorized
County Official and Date

Typed or printed name of person signing

Toll Road Investors Partnership II, L.P. Authorized County
Official and Date

Typed or printed name of person signing

VDOT Authorized County Official and Date

Typed or printed name of person signing