



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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Agenda item # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 15, 2020

MOTION

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

Title: Authorization for the Commissioner of Highways to Enter into a Special Use Permit Between the Virginia Department of Transportation and the National Park Service Regarding Temporary Construction Rights on Fredericksburg and Spotsylvania National Military Park Property.

WHEREAS, the Virginia Department of Transportation (“VDOT”) intends to rehabilitate the Chatham Bridge, located along a portion of Route 3, crossing over the Rappahannock River, beginning approximately a tenth mile west of the Fredericksburg City (the “City”) line, and extending approximately a quarter mile east of the City line (the “Project”); and

WHEREAS, the Project requires temporary construction access on Fredericksburg and Spotsylvania National Military Park (the “Park”) property which is owned by the National Park Service (“NPS”), which is a bureau of the United States Department of the Interior; and

WHEREAS, the Department and NPS desire to enter into a special use permit to govern temporary access rights and duties relating to the work performed on and near the Park for the Project; and

WHEREAS, the Commonwealth Transportation Board (“CTB”) is authorized under Virginia Code § 33.2-221(A) to enter into contracts and agreements with the United States government.

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Special Use Permit Between the Virginia Department of Transportation and the National Park Service Regarding Temporary Construction Rights on Fredericksburg and Spotsylvania National Military Park Property.

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Page 2 of 2

NOW THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby approves, and authorizes the Commissioner of Highways to execute, a special use permit between the Department and NPS, governing access rights and duties relating to the work and improvements on Park property related to the Chatham Bridge Project, as set out in Attachment A, with such changes as the Commissioner deems necessary or appropriate.

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CTB Decision Brief

Title: Authorization for the Commissioner of Highways to Enter into a Special Use Permit Between the Virginia Department of Transportation and the National Park Service Regarding Temporary Construction Rights on Fredericksburg and Spotsylvania National Military Park Property.

Issue: In furtherance of the project to rehabilitate the Chatham Bridge, located along a portion of Route 3, crossing over the Rappahannock River, beginning approximately a tenth mile west of the Fredericksburg City (the “City”) line, and extending approximately a quarter mile east of the City line (the “Project”), it is necessary for the Virginia Department of Transportation (“VDOT”) and the National Park Service (“NPS”), which is a bureau of the United States Department of the Interior, to enter into a Special Use Permit (“SUP”) regarding temporary access rights needed to construct the bridge approach on and near the Fredericksburg and Spotsylvania National Military Park (the “Park”) as part of the Project. Approval of the SUP by the Commonwealth Transportation Board (“CTB”) and authorization for the Commissioner of Highways to execute the SUP are sought.

Facts: The SUP will govern access, construction, acceptance, and other temporary rights needed from NPS to construct the Project. The CTB is authorized under Virginia Code § 33.2-221(A) to enter into contracts and agreements with the United States government.

Recommendations: VDOT recommends that the CTB approve the SUP, attached hereto as Attachment A, and authorize the Commissioner of Highways to execute the SUP.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote.

Result, if Approved: The Commissioner will execute the SUP with the NPS which will facilitate rehabilitation of the Chatham Bridge over the Rappahannock River on and near the Fredericksburg and Spotsylvania Military Park.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: There were no comments or other input received from the public.

SPECIAL USE PERMIT



Fredericksburg & Spotsylvania National Military Park
120 Chatham Lane
Fredericksburg, VA 22405
540-693-3200 x3010



Name Byrd Holloway			
Company/Organization Virginia Department of Transportation			
Street Address 87 Deacon St.			
City Fredericksburg	State VA	Zip Code 22405	Country USA
Telephone Number 540-374-3367	Cell Phone Number		
Fax Number			
Email Address Byrd.Holloway@VDOT.Virginia.gov			

Park Alpha Code
FRSP
Type of Use
OTHER (CONSTRUCTION)
Permit #
NER-FRSP 9500-19-001

is hereby authorized to use the following described land or facilities in Fredericksburg & Spotsylvania National Military Park:
Chatham Bridge area along Rappahannock River and River Road (parcel 007.) See aerial overview attached.

The area must be restored to its original condition at the end of the permit.

The permit begins at 8:00 am / pm on 04/01/2020.

The permit expires at 5:00 am / pm on 10/31/2021.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)
Temporary Construction access for VDOT Chatham Bridge Rehabilitation Project. (Project 003-089-686, PE101,B614, RW201, C501) DHR File No. 2016-0611.)

Person on site responsible for adherence to the terms and conditions of the permit (include contact information)
See above

Authorizing legislation or other authority 16 USC 1a-1

APPLICATION FEE	<input type="checkbox"/> Received	Amount
	<input checked="" type="checkbox"/> Not Required	\$ 100.00
PERFORMANCE BOND	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LIABILITY INSURANCE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
COST RECOVERY	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LOCATION FEE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

In WITNESS WHEREOF, the parties sign and cause this Agreement to be executed on this the _____ day of _____, 20_____.

Commissioner of Highways, Commonwealth of Virginia
Department of Transportation

Date

Chief Ranger, Fredericksburg & Spotsylvania National Military Park

Date

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same to the extent allowed by VA law.
9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$ _____ n/a _____ per Occurrence, \$ _____ n/a _____ Aggregate and underwritten by a United States company naming the United States of America as **additional insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
10. Permittee agrees to deposit with the park a bond in the amount of \$ _____ n/a _____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met.
11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
15. The land being used must be fully restored, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project to the extent reasonably practical.
16. VDOT will provide survey plat of NPS property with the metes and bounds as well as survey plat with trees to be cut, annotated.
17. No parking of vehicles or equipment is permitted on the Chatham Manor exit road.
18. VDOT is responsible for all signage and traffic control in construction area.

