



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
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MINUTES MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD WORKSHOP MEETING

November 24, 2020

9:00 am

Governor Ralph Northam declared a state of emergency in Virginia on Thursday, March 12 in response to COVID-19. In light of this action, the Workshop Meeting of the November 24, 2020 Commonwealth Transportation Board (CTB) was conducted using electronic communications in accord with Item 4-0.01.g. of Chapter 1289 (2020 Acts of Assembly), as the COVID-19 emergency makes it impracticable or unsafe to assemble in a single location. The purpose of the meeting was to discuss or transact the business statutorily required or necessary to continue operation of the CTB and the discharge of its lawful purposes, duties, and responsibilities.

All board members participated remotely using a Webex platform. Members of the public were able to witness the meeting online via live-streaming at the following internet link: http://www.ctb.virginia.gov/public_meetings/live_stream/default.asp and were provided the opportunity to provide public comment telephonically at the outset of the meeting using a dial in number provided in the online meeting public notice.

The online internet public notice for the meeting noted that this meeting would be conducted using an electronic process due to the COVID-19 state of emergency and as a precaution to reduce the risk and spread of the novel coronavirus. The online meeting public notice also furnished the Agenda and Board materials as well as information regarding the availability of online live-streaming of the meeting at the noted link.

Online viewers were furnished a telephone number to call to notify staff of any interruption of the live streaming of the meeting in accordance with Item 4-0.01.g. of Chapter 1289 and Section 2.2-3708.2 of the Code of Virginia; and no interruption of the live streaming was noted during the meeting.

The Chair, Shannon Valentine, presided and called the meeting to order at 9:34 a.m. on November 24, 2020.

Present: Messrs. Brown, Dodson, Johnsen, Kasprowicz, Malbon, Miller, Merrill, Smoot, Stinson, Yates and, Ms. DeTuncq, Ms. Hynes; Mr. Brich, ex officio, Commissioner of Highways and Ms. Mitchell, ex officio, Director of the Department of Rail and Public Transportation.

Absent: Messrs. Rucker and Williams

Prior to taking up any agenda items Ms. DeTuncq made the following motion:

In light of the continuing state of emergency declared by Governor Northam, where it is impracticable or unsafe to assemble a quorum in a single location, I move that we adopt this agenda to take action to discuss or transact the business statutorily required or necessary to continue operation of the Commonwealth Transportation Board. This motion was seconded by Mr. Smoot, a roll call vote was taken with all present voting aye, the motion passed unanimously.

1. Arlington National Cemetery Southern Expansion Project
*Nicholas J. Roper, Virginia Department of Transportation
Referenced by attachment of presentation.*
2. SMARTSCALE Round 4 Update
*Chad Tucker, Office Intermodal Planning and Investment
Referenced by attachment of presentation.*
3. I-81 Corridor Improvement Plan and Fund Update
*Dave Covington, Virginia Department of Transportation
Referenced by attachment of presentation.*
4. COVID Update - Financial Plan and Six-Year Improvement Program
*Laura Farmer, Virginia Department of Transportation
Kimberly Pryor, Virginia Department of Transportation
Referenced by attachment of presentation.*
5. Director's Items
Jennifer Mitchell, Virginia Department of Rail and Public Transportation
6. Commissioner's Items
Stephen Brich, Virginia Department of Transportation
7. Secretary's Items
Shannon Valentine, Secretary of Transportation

Ms. DeTuncq made the following motion:

"I move that the Board convene in a Closed Session pursuant to Section 2.2-3711 (A)(6) of the Code of Virginia, for the purpose of discussing a project involving the investment of public funds where bargaining is involved and where the financial interest of the Commonwealth would be adversely affected if the discussion were made public at this time, And, pursuant to Va. Code Sec. 2.2-3711(A)(8), for the purpose of consulting with legal counsel regarding provisions in the agreement requiring legal advice. Additionally, I move that staff and attorneys attend the Closed Session because their presence is deemed necessary, and will aid the Board in its consideration of this matter." This motion was seconded by Mr. Johnsen, followed by a roll call vote with all present voting aye, the motion passed. The Workshop Session suspended at 11:17 a.m. on November 24, 2020 and went into Closed Session with a note that the suspended November 24, 2020 Workshop session would reconvene at approximately 12:30 p.m. on November 24, 2020.

The Chair reconvened the Workshop meeting at 12:33 p.m. on November 24, 2020. Upon reconvening the meeting the Chair read the following statement "*We are now going to take a roll call vote, and I ask that each member indicate their agreement with the following: To the best of my knowledge, during the Closed Meeting, the only matters heard, discussed or considered were those matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and only those public business matters as were identified in the motion by which the Closed Meeting was convened*"

The roll was called with each member present agreeing with the statement.

ADJOURNMENT:

Meeting adjourned at 12:35 p.m. on November 24, 2020

Respectfully Submitted:

Carol Mathis,
Assistant Secretary to the Board

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COMMONWEALTH TRANSPORTATION BOARD

We are concerned about your health, and we are committed to do all we can to reduce the risk and spread of novel coronavirus. Governor Ralph Northam declared a state of emergency in Virginia on Thursday, March 12 in response to COVID-19. In light of this action, we have decided to conduct the November 2020 Commonwealth Transportation Board (CTB) workshop meeting using electronic communications in accord with Item 4-0.01.g. of Chapter 1289 (2020 Acts of Assembly), as the COVID-19 emergency makes it impracticable or unsafe to assemble in a single location. The purpose of the meeting is to discuss or transact the business statutorily required or necessary to continue operation of the CTB and the discharge of its lawful purposes, duties, and responsibilities.

All board members will be participating remotely. The public may view the meeting via live stream by clicking the "View video" button at the following link: http://www.ctb.virginia.gov/public_meetings/live_stream/default.asp. There will be opportunity for public comment at the beginning of the November 24, 2020 Action meeting which will start upon adjournment of this meeting. Public comment can be submitted by calling the following telephone number 1-470-285-4495 followed by PIN 392 182 855# when it is announced that public comment will begin. A caller may be placed on hold until others who have called in earlier have had opportunity to speak.

In the event there is an interruption in the broadcast of the meeting, please call (804) 729-6495.

Should you wish to offer comment regarding how meetings using electronic communications technology compare to traditional meetings when the CTB is physically present, you may complete the FOIA Council's Electronic Meetings Public Comment form appearing at the end of this agenda and submit it to the FOIA Council as described on the Form.

WORKSHOP AGENDA

November 24, 2020

9:00 a.m. or upon adjournment of the November 24, 2020 Virtual Fall Six Year Improvement Program Meeting.

1. Arlington National Cemetery Southern Expansion Project
Nicholas J. Roper, Virginia Department of Transportation
2. SMARTSCALE Round 4 Update
Chad Tucker, Office Intermodal Planning and Investment
3. I-81 Corridor Improvement Plan and Fund Update
Dave Covington, Virginia Department of Transportation

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4. COVID Update - Financial Plan and Six-Year Improvement Program
Laura Farmer, Virginia Department of Transportation
Kimberly Pryor, Virginia Department of Transportation
5. Director's Items
Jennifer Mitchell, Virginia Department of Rail and Public Transportation
6. Commissioner's Items
Stephen Brich, Virginia Department of Transportation
7. Secretary's Items
Shannon Valentine, Secretary of Transportation

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ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT

AUTHORIZATION FOR FEDERAL AGREEMENTS

Nicholas J. Roper, P.E., Northern Virginia District



Arlington National Cemetery Southern Expansion



Primary objective and effect of the project is to increase the space for interment and inurnment of Veterans at Arlington National Cemetery to ensure that those who give their life for the United States are honored in a dignified manner on the most sacred ground that the government can provide.

The Southern Expansion Project will enable the Army to continue the honored tradition of laying to rest our veterans. This will be accomplished by seamlessly expanding Arlington National Cemetery and creating a culturally rich and thoughtfully designed corridor encompassing the surrounding memorials. This project will extend the lifespan of the cemetery and enhance the visitor experience while providing substantial benefits to the surrounding areas.



DEFENSE ACCESS ROAD (DAR) PROJECT

Realign Columbia Pike and Modify the Interchange at Columbia Pike/S. Washington Blvd



Upcoming Actions by the CTB for ANCSE

**Completed,
March 2020**

Authorization for the Commissioner to enter into a Federal-Aid Project Agreement with FHWA-EFLHD for VDOT to provide services such as project design reviews and construction inspections.

**Completed,
April 2020**

Limited Access Control Change (LACC) for the interchange at Route 27 (Washington Boulevard) and Route 244 Columbia Pike.

**Pending,
December 2020**

Authorization for the Commissioner to enter into an agreement with the US Army/Arlington National Cemetery, FHWA-EFLHD, and Arlington County to coordinate the design and construction of transportation improvements (Defense Access Road (DAR) project MOA) to accommodate the ANCSE project.

**Pending,
December 2020**

Authorization for the Commissioner to enter into an agreement (Contract for Relocation or Alteration of Facilities) with the US Government for the alteration of existing facilities to accommodate the ANCSE project.

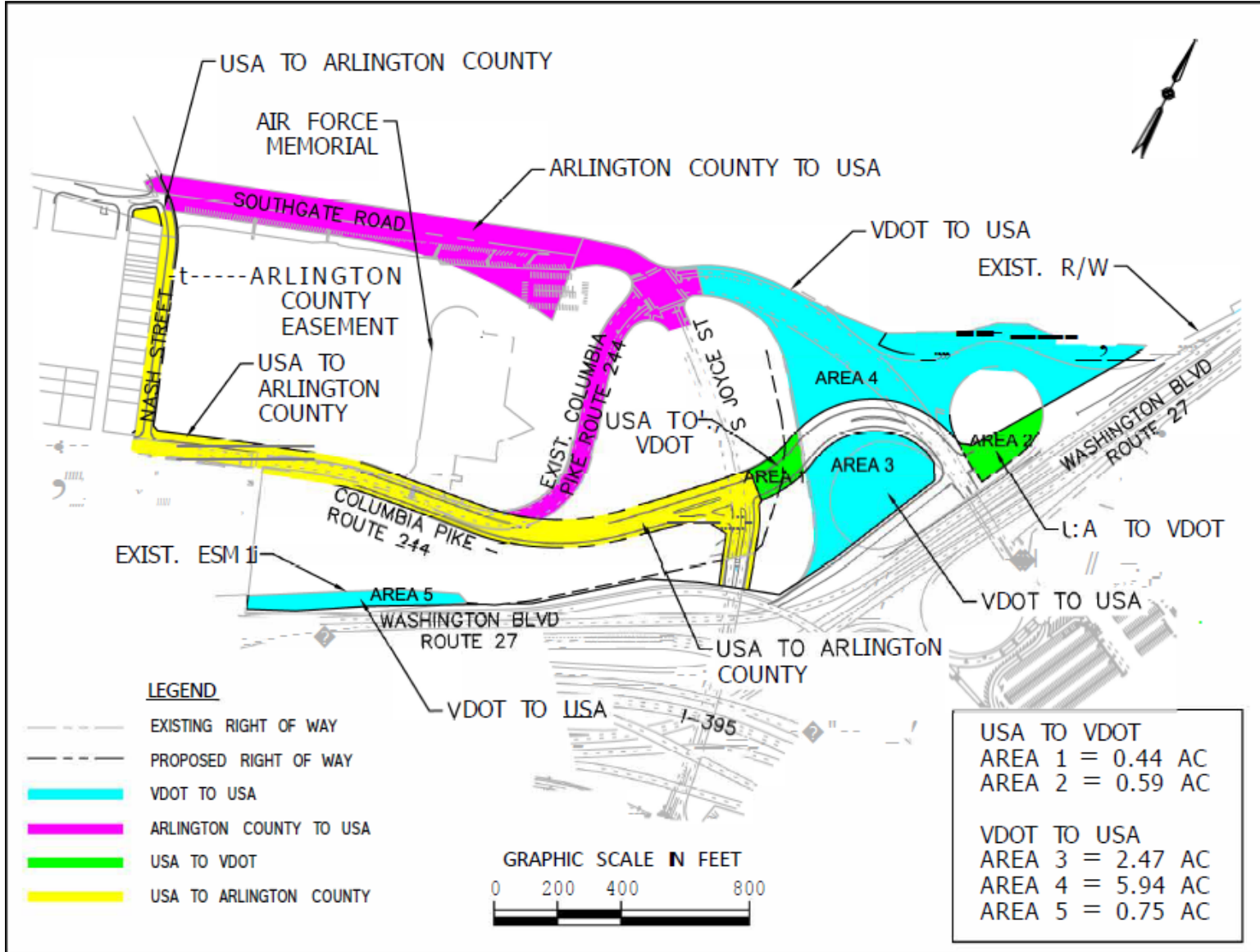
Defense Access Road (DAR) Project Memorandum of Agreement

- **Establishes the roles, responsibilities, funding, and procedures by which the Army/Arlington National Cemetery (ANC), Eastern Federal Lands Highway Division (EFLHD), Virginia Department of Transportation (VDOT), and the County of Arlington, Virginia will jointly participate in the environmental planning, design, and construction of a project at Arlington National Cemetery in Arlington County, Virginia.**
- **Core provisions of the Agreement**
 - **Army/ANC – Transfer \$60M for DAR and \$50M for Southern Expansion to EFLHD; lead agency for compliance with the National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA); perform design reviews, construction inspection, & final acceptance for facilities on Army land; convey interest in property to VDOT & the County for use as right of way & related purposes**
 - **EFLHD – project administrator for design and construction**
 - **VDOT – perform design reviews, construction inspection, & final acceptance for VDOT-maintained roadways; convey interest in property to the Army as defined by the Relocation Contract**
 - **Arlington – Transfer \$500k to the project for design of a multi-use trail along Route 27; perform design reviews, construction inspection, & final acceptance for County-maintained roadways**

Contract for Relocation or Alteration of Facilities

- Involves the Commonwealth of Virginia (represented by VDOT) and the US Government (represented by the US Army Corps of Engineers)
- Contract defines the VDOT Right of Way within the limits of the Route 27/Route 244 interchange that will be conveyed to the US Government for the ANCSE project and the compensation VDOT will receive.
- In exchange for VDOT Right of Way, the US Government will construct an equivalent Substitute Facility for the interchange, including replacement land and utility easements.
- Compensation is based on *Substitute Facility Doctrine*
 - According to the U. S. Supreme Court in Brown v. United States, 263 U.S. 78 (1923) and more than a dozen cases that followed it, it is constitutionally permissible for a condemnor [*the United States*] to provide just compensation in the form of a substitute facility instead of cash as means of compensating public entities [*VDOT*] where the condemnor is acquiring property owned by that public entity and presently dedicated to public use, and for which the public entity is required to provide a functional substitute. A full equivalent must be provided in exchange for the property taken. The substitute facility must meet all current requirements for such facilities.

Property Transfer



Changes to VDOT Right of Way Route 27/244 Interchange

Existing RW	11.36 acres
VDOT to Army	- 8.41 acres
Army to VDOT	+ 1.03 acres
Proposed RW	3.98 acres

Route 27

Existing Easement	0.75 acres
VDOT to Army	- 0.75 acres
Proposed RW	0 acres



AGREEMENT NO. DTFH71-16-X-50009

MEMORANDUM OF AGREEMENT

AMONG

THE UNITED STATES DEPARTMENT OF THE ARMY

AND

**THE UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

AND

**THE COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF TRANSPORTATION**

AND

THE COUNTY OF ARLINGTON, VIRGINIA

**FOR THE DESIGN AND
CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS FOR
REALIGNMENT OF A ROAD NETWORK INCLUDING
SOUTHGATE ROAD, COLUMBIA PIKE, SOUTH JOYCE STREET,
SOUTH NASH STREET AND STATE ROUTE 27**

IN

ARLINGTON COUNTY, VIRGINIA

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

PURPOSE

The purpose of this Memorandum of Agreement (Agreement or MOA) is to establish the roles, responsibilities, funding, and procedures by which the Department of the Army (Army), acting by and through Arlington National Cemetery (ANC); the Commonwealth of Virginia (Commonwealth), acting by and through the Virginia Department of Transportation (VDOT); the Department of Transportation, Federal Highway Administration (FHWA), acting by and through the Eastern Federal Lands Highway Division (EFLHD); and the County of Arlington, Virginia (County) (collectively “the Parties”) will jointly participate in the environmental planning, design, and construction of a project at Arlington National Cemetery in Arlington County, Virginia. The project is to realign a road network including Columbia Pike, South Joyce Street, and Washington Boulevard (VA State Road 27), including construction of a new South Nash Street and partial elimination of Southgate Road, demolition of pavements and other existing roadway features, design of a County multi-use trail, construction of pedestrian and bicycle facilities (excepting construction of the County’s multi-use trail), a tunnel between the Cemetery expansion site and location of a new Cemetery maintenance compound, retaining walls, street lighting and landscaping, mass grading to rough grade portions of the new Cemetery maintenance compound and Cemetery expansion site, and relocation of utilities and their removal from the proposed cemetery expansion area (hereinafter referred to as the Project).

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

“Army Land” shall mean the real property within the boundary of the Project which is under the administrative jurisdiction of the Army as of the date that this Agreement is executed, and 1.7271 acres of land located in the infield of the North West cloverleaf currently under the administrative jurisdiction of the Department of Defense but to be transferred to the administrative jurisdiction of the Army for the Project. The Army Land is shown and identified on **Exhibit A** attached hereto and made a part hereof by this reference.

“Betterments” shall mean any improvements in design, construction, or capacity over and above what is depicted in the Design Drawings, and includes all items of expense properly chargeable thereto, including but not limited to acquisition of any necessary rights-of-way, easements or other interests in real property, labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, and rental of tools, equipment, and machinery employed in the work, together with such other items of expense as the EFHLD, after coordination with the Army, and the requesting party agree should be included in the cost of the work. The

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term “Betterments” will not be deemed to include more costly construction or design necessitated solely as a result of the Project, nor shall the term “Betterments” include any costs of compliance with the terms of this Agreement with respect to improvements not shown on the Design Drawings but otherwise required by this Agreement, for example compliance with the applicable design or construction standards set forth herein.

“Commonwealth Land” shall mean the portion of the existing right of way for State Route 27 and State Route 244 to be transferred to the Army that is shown and identified on **Exhibit A**.

“Construction Phasing Plans” shall mean those certain plans prepared by EFLHD depicting sequentially the sections within the Project limits that will be under construction and those that will remain open for vehicular, transit, bicycle and pedestrian access. The Construction Phasing Plans are identified as Sheets ___ on **Exhibit C** attached hereto and incorporated herein by this reference.

“County Construction Completion Certification” shall mean concurrence and certification by the County to EFHLD of final completion of construction of the County Roadway Project, which shall occur upon (i) notification by EFLHD that the County Roadway Project work is fully completed, (ii) County inspection of the County Roadway Project, and (iii) County confirmation that all final inspection punch list items for the County Roadway Project have been addressed to the satisfaction of the County.

“County Maintenance Turnover Date” shall be the date upon which occurs the last of (i) Final Construction Completion or (ii) County receives the executed deed for the portion of the Army Land located within the County Roadway Project.

“County Roadway Project” shall mean the portion of the Project, excluding the County’s multi-use trail, generally identified on **Exhibit B** attached hereto and made a part hereof by this reference as containing the County Roadway Project.

“Design Drawings” shall mean the approved [seventy-five] percent ([75]¹%) design drawings described on **Exhibit C** attached hereto and made a part hereof by this reference.

“EFLHD Construction Contract” shall mean the construction contract entered into by EFLHD to perform construction of the Project pursuant to plans and specifications based upon the Design Drawings.

“Final Construction Completion” shall mean EFHLD’s notification to the Army, VDOT,

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and the County that the roadway work is complete, which shall be issued after receipt of the County Construction Completion Certification for the County Roadway Project and after the VDOT Construction Completion Certification for the VDOT Roadway Project.

“Purpose of the Project” shall mean the description of the Project contained in the “PURPOSE” section of this Agreement.

“Traffic Management Plan” shall mean that certain document to be prepared by EFLHD documenting the strategy for managing work zone impacts of the Project, including public communication, detours, traffic conditions, and traffic operations.

“VDOT Construction Completion Certification” shall mean concurrence and certification by VDOT to EFLHD of final completion of construction of the VDOT Roadway Project, which shall occur upon (i) notification by EFLHD that the VDOT Roadway Project work is fully completed, (ii) VDOT inspection of the VDOT Roadway Project, and (iii) VDOT confirmation that all final inspection punch list items for the VDOT Roadway Project have been addressed to the satisfaction of VDOT.

“VDOT Maintenance Turnover Date” shall be the date upon which occurs the last of (i) Final Construction Completion or (ii) VDOT receives the executed deed for the VDOT Replacement Lands.

“VDOT Replacement Lands” shall mean that portion of the Army Land that the Army is transferring to VDOT pursuant to the VDOT Relocation Agreement and generally shown on **Exhibit D**.

“VDOT Roadway Project” shall mean the portion of the Project identified on **Exhibit B** as containing the VDOT Roadway Project and more specifically identified in the VDOT Relocation Agreement.

BACKGROUND

WHEREAS, the Army is expanding Arlington National Cemetery by approximately forty acres, including the site of the former Navy Annex, to increase the internment and inurnment space through the Southern Expansion Project (“Southern Expansion”); and

WHEREAS, the Army pursued Department of Defense Access Roadway (DAR) funding for realignment of the network of roadways to permit contiguous cemetery expansion for Southern Expansion; and

WHEREAS, appropriation of DAR funding (not to exceed \$60 million) for the design and construction of the roadway portions of the Project, \$55 million of which has been transferred with an additional \$5 million to be transferred, from the Army and

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authorized by the DAR Program to EFLHD to administer the Project at the request of the Army; and

WHEREAS, appropriation of Southern Expansion funding (not to exceed \$50 million) for the construction of retaining walls, and a tunnel will be transferred from the Army to EFLHD; and

WHEREAS, Arlington County has committed \$500,000 in funding to the Project to be used for the design of a multi-use trail along Route 27, for connecting a trail network around the Cemetery that will connect to the Project pedestrian and bicycle facilities; and

WHEREAS, the Project includes improvements to realign a road network including Columbia Pike, South Joyce Street, South Nash Street, and Virginia State Route 27; and

WHEREAS, the County, Army, and VDOT have agreed that EFLHD, using funds provided by the DAR, will design and construct the Project in accordance with VDOT, County, and FHWA road construction standards and specifications. County funds will be used to complete environmental documentation and design of a multi-use trail as a stand-alone project; and

WHEREAS, it is the intent of the EFLHD to award a contract to construct the Project within the timeframe established between EFLHD and the Army; and

WHEREAS, VDOT and the Army, by and through the Army Corps of Engineers (USACE), are negotiating an agreement by which the Army will acquire the Commonwealth Land from the Commonwealth of Virginia, currently operated and held by VDOT as right of way, in exchange for the VDOT Replacement Lands and the VDOT Roadway Project and conveyance of title to portions thereof owned by the Army (the “VDOT Relocation Agreement”); and

WHEREAS, EFLHD, and VDOT have agreed to cooperate in the Army’s acquisition of title to the Commonwealth Land, and upon execution of the VDOT Relocation Agreement and this MOA, VDOT shall permit EFLHD such access as needed for Project construction through acquisition of rights-of-way or rights-of-entry; and

WHEREAS, EFLHD and the Army have agreed that timely advancement of the Project is required for the Southern Expansion at the former Navy Annex site and nearby area; and have agreed to achieve this, while also maximizing viable use of the southern expansion footprint; and

WHEREAS, the Army is authorized to enter into this Agreement pursuant to 10 U.S.C. § 7721 *et seq.* and is the agency with administrative jurisdiction, custody and control

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over the Arlington National Cemetery; and to perform engineering and other services in connection with the Southern Expansion; and

WHEREAS, 23 U.S.C. § 308(a) authorizes the FHWA, acting through EFLHD, to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and

WHEREAS, the EFLHD will be the lead federal agency with administrative, financial, and project implementation and management oversight of the final design and construction of the Project and shall administer the project on behalf of the Army, VDOT and the County, and

WHEREAS, the Commissioner of Highways, acting pursuant to the decision of the Commonwealth Transportation Board, is authorized to enter into this Agreement pursuant to §§ 33.2-221 and 33.2-223 of the Code of Virginia. VDOT is the state agency with administrative oversight, operation, maintenance responsibilities, and jurisdictional authority for Virginia State Route 27 and Columbia Pike east of Joyce Street and will continue to do so once the realignment is completed and accepted into the system of state highways.²

WHEREAS, the Parties recognize that the primary objective and effect of the Project is to increase the space for interment and inurnment of Veterans at Arlington National Cemetery to ensure that those who give their life for the United States are honored in a dignified manner on the most sacred ground that the government can provide.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: SCOPE OF WORK

A. **The Army agrees to:**

1. Assign and designate an individual as the Project point of contact so that all communication regarding the planning, design and construction of the Project will be coordinated through such person;
2. The designation of the Army as the lead agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) in accordance with 36 CFR § 800.2(a)(2);

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3. The designation of the Army as the lead agency for National Environmental Policy Act (NEPA) environmental studies and documentation activities (excepting the County's multi-use trail), preliminary design activities, right-of-way property transfers, public involvement, and any other project activities as applicable;
4. Perform the NEPA studies and documentation activities, design activities, public involvement, and any other Project activities as applicable to meet the Army's NEPA and Section 106 documentation requirements and issue the Army's NEPA decision document;
5. To the extent authorized by law, participate in a Transportation Management Plan developed for the Northern Virginia Region by FHWA, or its designee, in cooperation with VDOT and the County, to address traffic congestion caused by the construction of transportation projects in the region;
6. Do the following:
 - a. Prior to beginning construction of the Project and prior to the conveyance of an interest in Arlington National Cemetery property to the Commonwealth and County:
 - i. Perform all environmental investigations, property assessments, and studies for releases of any ~~petroleum or~~ hazardous substance on the Project right-of-way on the Army Land³ that are necessary to complete the Project as specified in the approved plan, or modifications thereto, as required under applicable federal and state laws and regulations. The Army will provide the reports of these investigations, assessments, or studies to EFLHD, VDOT, and the County;
 - ii. Perform environmental response to any discovery of a release or threat of a release of any ~~petroleum or~~ hazardous substances on the Project right-of-way on Army Land as required under applicable federal and state laws and regulations as necessary for completion of design, construction, maintenance, and operation of the Project in accordance with the Project schedule; and
 - iii. If, during construction of the Project, the Army requests that EFLHD conduct a response action selected by the Army to respond to a discovery of a release or threat of a release of a hazardous

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substance on the Army Land, the Army shall be responsible for reimbursement for those costs attributable to a release of a hazardous substance resulting from Army activities, to include Army contracted and Army directed activities. The Army shall not be responsible for reimbursement of those costs attributable to releases caused by EFLHD or for existing right-of-way contamination caused by highway users. Any reimbursement must be based on an auditable accounting.

- b. During construction of the Project, or after conveyance of any interest in property to the Commonwealth and/or County, for Army releases of any ~~petroleum or~~ hazardous substances, whether on or off Army Land:
 - i. Upon any notification ~~of discovery~~ of a discovery or release of any ~~petroleum or~~ hazardous substances, the Parties agree to immediately confer with Army regarding the scope of any investigation and response action; and
 - ii. To the extent that Army has such responsibility under applicable law for releases from Army activities, the Army will perform timely response and remediation in accordance with applicable federal and state laws and regulations; or
 - iii. Should the Army deem it more feasible and practical, the EFLHD, at the request of and in coordination with the Army, may take the requested response action as required applicable federal and state laws and regulations. The Army shall bear the cost of any such response action for which the Army is financially responsible under applicable law. Reimbursement must be based on an auditable accounting.
7. Upon Final Construction Completion, convey fee title to the VDOT Replacement Lands to the Commonwealth in accordance with the VDOT Relocation Agreement, and convey fee title to the portion of the Army Land located within the County Roadway Project to the County pursuant to the Condemnation Case, in each case subject to easements or other interests consistent with existing rights for certain utilities for the Project;
8. In conjunction with the EFLHD, VDOT, and the County, obtain any necessary environmental permits, regulatory clearances, or approvals the Army is required to obtain under applicable federal, state, or local law or regulation for the Project;

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9. Make Army-required modifications or additions to the Project in consultation with EFLHD, VDOT, and the County and in accordance with applicable American Association of State Highway and Transportation Official (AASHTO), and VDOT and County standards, regulations, specifications, and guides, where applicable per jurisdiction, as amended;
10. Participate in decisions associated with improvements to Army Land or where Army interests are involved, including, but not limited to, the relocation and establishment of new alignments for Columbia Pike, South Joyce Street, work on and elimination of a portion of Southgate Road, construction of South Nash Street, and State Route 27, the County's multi-use trail, and utilities as necessary to implement the Project;
11. Provide assistance to EFLHD to obtain permits and rights-of-entry for Project work on Army Land when necessary and required by applicable Federal, state or local law or regulation;
12. To the extent authorized by law, assist with the relocation of Army-owned utilities and non-Army owned utilities that are on Army Land;
13. Participate in all design and construction field reviews and other project development activities and milestones on Army Land in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the Project, as applicable;
14. Conduct Army-required processes and activities in accordance with this Project concurrent and in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the Project;
15. Timely coordinate with EFHLD on plats and plans as necessary to enable for Army's timely transfer of the VDOT Replacement Lands and lands to the County.
16. Participate in the final inspection of the Project; and
17. [Sanitary will remain in Southgate ROW. Need a statement on these utilities being conveyed back to County, including easement for access and maintenance purposes.]

B. The EFLHD agrees to:

1. Assign and designate a Project point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

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2. Provide full federal oversight for the Project;
3. Prepare a Financial Plan that will: (i) set forth the budget for the Project; (ii) include funding sources and estimated yearly needs to complete the final design and construction of the Project; and (iii) be updated annually. Within 90 days of the completion of each phase of design or construction, as requested for that phase, the EFLHD will provide the Army an auditable accounting of all funds expended for that phase to include all transfers and detailed expenditures of all funds;
4. The designation of the Army as the lead agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) in accordance with 36 CFR § 800.2(a)(2);
5. Assist the Army as a cooperating agency for purposes of NEPA review and decisions for which the Army is the lead agency under NEPA.
6. Procure an A/E design contractor for the final design of the Project;
 - a. Complete the design and construction for the Project in accordance with applicable AASHTO, VDOT, and County standards and guides and specifications in cooperation with the Army, VDOT and the County.
7. Obtain any necessary temporary work area easements or permits for lands not owned or obtained by the Army.
8. Do the following:
 - a. During construction:
 - i. Notify the Army, VDOT, the County, and, in accordance with state and federal law, appropriate state and federal agencies upon discovery of or release of any petroleum or hazardous substance during construction of the Project. Provide VDOT, Army, and the County with a description of remediation/disposal activities proposed to address release of ~~petroleum or~~ any hazardous substances, or petroleum as determined after the parties meet and confer in accordance with Article II, below;
 - ii. For a discovery or release of petroleum or any hazardous substances off Army Land, not caused by the Army, then the EFLHD shall notify the Parties to this Agreement and take all response action requested by the Army on Army ~~lands~~ Lands as required under

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- applicable federal and state laws and regulations at no cost to the Army;
- iii. For discovery of a release of ~~petroleum or~~ any hazardous substances caused by the Army, or petroleum determined under Article II to have been caused by the Army, coordinate with the Army and perform at the request of the Army all required response activities required by applicable federal and state laws and regulations. Provide plans for required waste management and remediation activities to the Army, VDOT and the County for review. If the EFLHD takes response action for existing contamination on land that is not on Army Land ~~and or is not~~ caused by the Army, the Army shall not be responsible for reimbursement for those costs. Any reimbursement must be based on an auditable accounting;⁴
 - iv. Except as otherwise provided in this Agreement, for properties located off Army Land, if agreed to by VDOT and the County, EFLHD shall take all response action related to releases of petroleum or any hazardous substances, abatement of asbestos, and demolition of any structures or fixtures existing off Army Land. If the EFLHD takes such response action, the EFLHD shall request a determination if Project funds may be utilized for reimbursement for those costs and take action to determine the responsible party or parties and pursue them to recovery all costs of such response actions.
- b. Obtain written comments from the Parties for design reviews and any budget updates.
9. Prepare and provide plans and plats for conveyance of right-of-way property, including metes and bounds, related to roadway relocations and replacements. Mark all property corners with permanent survey markers;
10. Coordinate with utility owners and the other Parties to the Agreement, prepare utility retention and relocation plats and plans, obtain utility agreements, and relocate utilities owned by VDOT, the County, and third parties with compensable rights and as set out in the VDOT Relocation Agreement, as required for the Project. EFLHD will prepare deeds and plats as required for transfer of easements for County-owned utilities (sanitary sewer, water, storm water), subject to approval by the County; VDOT owned utilities (communications), subject to approval by
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- VDOT; and third party owned utilities (electricity, communications and gas pipelines);
11. Apply for and obtain all required environmental permits, including for compensatory mitigation, and approvals in coordination with Army, VDOT, and the County as required;
 12. Award Project contracts in accordance with federal procurement laws and regulations;
 13. Conduct and document the final inspection of the Project, with the other Parties to the Agreement in attendance, and provide final inspection documentation;
 14. Provide as-built plans to the Parties to the Agreement;
 15. Timely coordinate with the Army on preparation of the plats and plans necessary for Army's timely transfer of the VDOT Replacement Lands and lands to the County, and provide final versions of such plats and plans to the District Engineer, U.S. Army Engineer District, Baltimore, no later than Final Construction Completion.
 16. Be responsible for the administrative settlement or adjudication of formal claims arising from contracts awarded by the EFLHD and covered by this Agreement in accordance with the Federal Acquisition Regulation and the Transportation Acquisition Manual and subject to the availability of Project funds.
 17. Prepare monthly written status reports on the Project for all Parties;
 18. Hold regular meetings with all Parties on the Project regarding the status of the Project. Include all Parties in the partnering meetings with the construction contractor;
 19. Allow VDOT, the Army, and the County, or its consultants, access to the Project throughout the procurement, design, right-of-way acquisition, and construction process and to participate in field reviews, onsite inspections, and records reviews and to monitor the entire process;
 20. Prepare and submit detailed monthly performance and financial reports for Army as required by inter-agency agreement for eligible Project expenditures as outlined in this Agreement. Include all necessary documentation required by the Interagency Agreement for Project funds transfer between Army and EFLHD. Provide copies of all submissions to VDOT and the County;

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21. Provide Army, VDOT, and the County all design and other work performed by EFLHD on the Project which have been paid with Project funds in the event that EFLHD does not award contracts for the construction of the Project;
22. Administer contract modifications using the following procedure:
 - a. All potential contract modifications will be evaluated for impacts to scope (design and construction), cost, schedule, and risk, using a standard form to be established by EFLHD;
 - b. EFLHD shall maintain a log of all contract modifications from the date of approval of the design documents through completion of the Project; and
 - c. Project changes will be evaluated on individual and aggregate basis to maintain Project budget and schedule.
23. Prepare and maintain a design and construction Project schedule throughout the project. Prepare an initial construction schedule for review prior to project bid for construction. After bid and acceptance of the contractor's schedule, the contractor's accepted schedule will establish initial baseline of the project work. Provide monthly updates of the Project schedule with explanations for variations in planned activities. The schedule will be developed after contract award and shall include consideration of completion of retaining walls, tunnel construction, mass grading of the expanded Cemetery site, all utilities designated for relocation within the Columbia Pike corridor or other identified corridors, and grading of the future Cemetery Maintenance Compound parcel that could allow that portion of the Cemetery Southern Expansion Project construction to be started in advance of the overall Project completion;
24. Manage risk using a process by which EFLHD, in cooperation with the Army, VDOT, and the County, will identify, score, and rank risks to the Project. The risk register shall be developed to include the risk, comment and mitigation, probability, impact, and risk score, defined as the product of the probability and the impact. The risk register shall be sorted with the greatest risk listed first with others listed in decreasing order based on risk score. EFLHD shall develop risk mitigations simultaneously with current activities to ensure project progress based on evaluation of level of risk, cost of mitigation, and other factors as appropriate. The risk register will be reviewed monthly at the regular progress meetings and probability and impacts re-evaluated as necessary;
25. Enter into a separate Federal-Aid Project Agreement (PR-2) with VDOT to provide funding to complete all tasks performed by VDOT on this Project;

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26. In accordance with VDOT and County standards and requirements, current as of the date of execution of the EFLHD Construction Contract, maintain, or cause to be maintained, all Project facilities constructed within the VDOT Roadway Project until the VDOT Maintenance Turnover Date, and all Project facilities constructed within the County Roadway Project until the applicable County Maintenance Turnover Date. VDOT and the County acknowledge that neither the EFLHD nor Army have authority or funding to provide operation and maintenance of improvements in the rights-of-way beyond the VDOT Maintenance Turnover Date and the County Maintenance Turnover Date, respectively;
 27. Maintain access to operating businesses, the Air Force Memorial, and the Cemetery Maintenance Complex, to the extent permitted by construction based on approved plans; [5](#)
 28. Maintain multimodal transportation access and operations for public transit, motorists, pedestrians, and cyclists through the project area including roadway connections between Columbia Pike, Joyce Street, and the Washington Boulevard interchange during each phase of construction as per the approved Construction Phasing Plans and Traffic Management Plan.
 29. Perform construction work to the applicable standards and requirements current as of the date of the EFLHD Construction Contract, used by VDOT, including but not limited to: the most current respective edition of the Manual on Uniform Traffic Control Devices (MUTCD”), Virginia Work Area Protection Manual, VDOT Northern Virginia District Traffic Engineering Design Guidelines for Traffic Control Devices, VDOT Northern Region 2014 Pavement Marking Reference Guide, VDOT Road Design Manual, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards, and any applicable County standards and specifications for County maintained roads.
 30. Install signs and associated structures, pavement markings, lighting and barricades in accordance with plans approved by VDOT and County in compliance with all applicable standards and requirements current as of the date of execution of the EFLHD Construction Contract used by VDOT and County, including but not limited to: the most current respective edition of the MUTCD, Virginia Work Area Protection Manual, VDOT Northern Virginia District Traffic Engineering Design Guidelines for Traffic Control Devices, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards, and any applicable County standards and specifications to County maintained roads. EFLHD shall be responsible for
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maintaining the items installed within the VDOT Roadway Project until the VDOT Maintenance Turnover Date and for maintaining the items installed within the County Roadway Project until the County Maintenance Turnover Date;

31. Provide input and coordinate in the completion of Army-required processes if needed, such as preparation of the Environmental Condition of the Property report (ECP).
32. Provide special provisions and notice of restrictions to its contractors that are acceptable to VDOT and the County for roads maintained by VDOT and the County that are affected by the Project. These shall be listed as performance requirements in the construction contract documents and will serve as the basis for the traffic maintenance (control) plans prepared prior to the issuance of VDOT and County land use permits; and
33. Provide all necessary documentation as required by VDOT for revising the limited access line for the Route 244 and 27 Interchange, and Route 27 south of the parcel for the relocated Cemetery Maintenance Compound for approval by the Commonwealth Transportation Board.
34. Provide Final Construction Completion to the Army, the County, VDOT, and the District Engineer, U.S. Army Engineer District, Baltimore. EFHLD shall not issue Final Construction Completion until after EFHLD has received the County Construction Completion Certification for the County Roadway Project and the VDOT Construction Completion Certification for the VDOT Roadway Project, as applicable.

C. **VDOT agrees to:**

1. Assign and designate a Project point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;
2. Enter into a separate Federal-Aid Project Agreement (PR-2) with EFLHD to receive funding for tasks performed by VDOT for the Project;
3. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other project activities as applicable;
4. The designation of the Army as the lead agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) in accordance with 36 CFR § 800.2(a)(2);

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5. Assist EFLHD in obtaining permits for the Project;
6. Cooperate in EFLHD's activities as necessary to provide and obtain the required final environmental and historical clearances, and the requisite coordination and approval processes related to the County multi-use trail, and assist EFLHD in obtaining permits for the trail;
7. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;
8. Fund or furnish any VDOT-requested Betterments.
9. Upon execution of this MOA and the VDOT Relocation Agreement, and approval of VDOT Roadway Project construction plans, issue land use permits within the Commonwealth Land parcels and temporary work area easements across abutting VDOT right of way and licenses across other Commonwealth-owned lands for access necessary for Project construction;
10. When notified by EFLHD that the VDOT Roadway Project work is substantially completed, inspect the VDOT Roadway Project and identify punch list items requiring correction.
11. When notified by EFLHD that the project work is fully completed, VDOT shall inspect the VDOT Roadway Project and, if all final inspection punch list items have been addressed to the satisfaction of VDOT and EFLHD has met all of its obligations under Section I.B.8.a.iv. above, VDOT shall issue the VDOT Construction Completion Certification. Issuance of such VDOT Construction Completion Certification shall not be unreasonably delayed or withheld;
12. Provide input and coordinate in the completion of Army-required processes, if needed, such as preparation of the ECP.
13. Upon Final Construction Completion, pursuant to the VDOT Relocation Agreement, and provided the Army has performed its obligations under Section I.A.6. above with respect to the VDOT Roadway Project, accept a fee interest in the VDOT Replacement Lands, and operate and maintain the completed VDOT Roadway Project from and after the VDOT Maintenance Turnover Date;
14. Subject to agreement between the County and VDOT, grant to the County the necessary easements across VDOT's maintenance facility along Columbia Pike to allow construction of sidewalk and new utility locations for the Project;

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15. Issue land use permits for utilities under or across VA Route 27 access connections and connecting to adjacent properties as required for the development of the Project. EFLHD or its designee will coordinate with VDOT and the County to ensure agreement on location of the utilities and the method of construction; and
16. Assist the Army and EFLHD with regard to response actions to any release or threatened release of a hazardous substance on Army lands resulting from VDOT operations and assume responsibility for the cost of any such response actions through reimbursement of response costs to the Army or EFLHD, whichever agency has incurred response costs for responding to a VDOT release.

D. The County agrees to:

1. Assign and designate a Project point of contact so that all communication regarding the Project will be coordinated and managed through such person;
2. Continue to operate, maintain, and patrol those portions of Southgate Road, Columbia Pike, and South Joyce Street acquired by the United States in the eminent domain proceeding styled *United States v. 8.929 Acres of Land, More or Less, Situate in Arlington County, Virginia, et al.*, Case No. 1:20-cv-667-LMB-JFA (E.D. Va.) (“Condemnation Case”), until such time as the temporary easement and right-of-way set forth in Schedule E of the Declaration of Taking filed in the Condemnation Case is terminated;
3. The designation of the Army as the lead agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) in accordance with 36 CFR § 800.2(a)(2);
4. Cooperate in EFLHD designing and constructing modifications or additions to the Project, which are beyond the design of the Design Documents. All required modifications or additions will be made in consultation with the Army, VDOT, and the County in accordance with applicable American Association of State Highway and Transportation Officials (AASHTO) and VDOT and County standards, regulations, specifications, and guides;
5. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other Project activities as applicable.
6. Cooperate and be responsible for guiding decisions associated with improvements to County land, or where County interests are involved, including utilities as necessary to implement the Project;

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7. Review and approve the final designs for all improvements related to County-owned facilities when the final designs are satisfactory to the County;
8. Subject to agreement between the County and VDOT, acquire from VDOT the easements described in Section I.C.14. above.
9. Design and construct entrance grades for the joint VDOT and Virginia State Police operations facility acceptable to VDOT.
10. Cooperate in the EFLHD's activities as necessary to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the EFLHD in obtaining permits for the Project;
11. Review and provide comments on the utility retention and relocation plans and assist with the relocation of County-owned utilities;
12. Fund construction of any County requested Betterments, such as to County-owned utilities or otherwise;
13. When notified by EFLHD that the County Roadway Project work is substantially completed, inspect the County Roadway Project and identify punch list items requiring correction;
14. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;
15. Provide input and coordinate with the Army if needed in the completion of Army-required processes, such as preparation of the Environmental Condition of the Property report (ECP);
16. When notified by EFLHD that the project work within the County Roadway Project (or any phase thereof of independent utility) is fully completed, the County shall inspect the County Roadway Project or portion thereof and, if all final inspection punch list items have been addressed to the satisfaction of the County and EFLHD has met all of its obligations under Section I.B.7.a.iv. above, the County shall issue the County Construction Completion Certification. Issuance of such County Construction Completion Certification shall not be unreasonably delayed or withheld;

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17. Provide up to \$500,000 in funding to the Project to be used for the design of a multi-use trail along Route 27, for connecting a trail network around the Cemetery that will connect to the Project pedestrian and bicycle facilities;
18. Upon Final Construction Completion with regard to the County Roadway Project, or completion of any phase thereof of independent utility, and provided the Army has performed its obligations under Section I.A.6. above with respect to the County Roadway Project or phase thereof with independent utility, accept an interest in property, temporary easement, or Right of Entry (ROE) from the Army, to allow the County to operate and maintain the completed portion of the County Roadway Project, or any phase of independent utility thereof, from and after the applicable County Maintenance Turnover Date, and initiate the acceptance of the road as part of the systems of highways to be maintained by the County; and (need to come back to this for more discussion);
19. Conduct the County's required processes and activities in accordance with this Project concurrent and in accordance with the Project development schedule and cooperate to maintain the Project schedule and to obtain funding for the County's multi-use trail (established for the Project subject to appropriations made by the County Board of Arlington County, Virginia, in its sole discretion); and
20. Assist the Army and EFLHD with regard to response actions to any release or threatened release of a hazardous substance on Army lands resulting from County operations and assume responsibility for the cost of any such response actions through reimbursement of response costs to the Army or EFLHD, whichever agency has incurred response costs for responding to a County release.

Article II: DISCOVERY OF PETROLEUM RELEASES

During construction of the Project, upon any notification of a discovery or release of petroleum on or off Army Land, the Parties shall meet to confer and determine if any action is necessary and responsibility for such release. The Party determined to be responsible for such petroleum release shall timely coordinate with EFHLD pursuant to Paragraph I.B.8 above to perform any necessary response and remediation, in accordance with applicable federal and state laws and regulations. The responsible Party shall be solely responsible for the costs of such response and remediation, except as otherwise provided under Paragraph V.B. below.

ARTICLE III: DESCRIPTION OF THE CONVEYANCE

- A. The interest in property to be conveyed to the Commonwealth, County, and Army is generally illustrated in **Exhibit D** attached hereto and incorporated herein by this reference.

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- B. Pursuant to the VDOT Relocation Agreement, VDOT shall convey to the Army the interest in the Commonwealth Land and the Army shall convey to VDOT the interest in the VDOT Replacement Lands.
- C. The interest in property conveyed to the Army, Commonwealth and County shall be subject to all encumbrances of record. VDOT and the County shall grant land use permits to the Army for Army utilities located on Army property conveyed to VDOT and the County, respectively, for which no easements have been recorded.
- D. In exercising its rights and authorities under this Agreement ~~or any easements, reservations, restrictions, or encumbrances existing, reserved, or requested by the Army pursuant to this Agreement and/or the deed conveying an interest in property,~~ EFHLD or the Army, as applicable, will notify and consult with VDOT and the County to minimize interference with roadway operation or maintenance.
- E. The interest in the property to be conveyed by the Army to the Commonwealth and the County is to be conveyed for use as a right of way and related purposes. These uses may include other transportation demand and transit related improvements.

ARTICLE IV: NOTICES

Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, including by messenger or a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of notice of such change in accordance herewith.

If to the Army:

Chief of Staff
Headquarters, United States Army Garrison, Arlington National Cemetery

Arlington County, VA _____
Phone: 703-614-4140_____

With a copy to:

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Director of Public Works
U.S. Army Garrison

Phone: 703-_____
Email: _____@us.army.mil

If to FHWA:

Monique Evans, PE
Division Director
Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, Virginia 20166
Phone: (703) 404-6203
email: monique.evans@dot.gov

With a copy to:

Mr. Kurt Dowden
Chief of Business Operations
Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, Virginia 20166
Phone: (571) 434-1598
email: kurt.dowden@dot.gov

If to VDOT:

Mr. Bart Thrasher, PE
Chief Engineer
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Phone: 804-786-4798
Email: Ba.Thrasher@vdot.virginia.gov

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With a copy to:

Mr. Steven Bates
NOVA District L&D Engineer
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, VA 22030
Phone: 703-259-2949
Email: Steven.Bates@vdot.virginia.gov

If to the County:

Dennis Leach
Director of Transportation
Arlington County Government
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Phone: 703-228-0588
Email: dleach@arlingtonva.us

With a copy to:

Susan Finotti
Capital Project Management Coordinator
Division of Transportation
Arlington County Government
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Phone: 703-228-3735
Email: sfinotti@arlingtonva.us

ARTICLE V: GENERAL TERMS AND CONDITIONS

- A. With respect to all matters referenced in this Agreement under or through which the Army has any obligation, duty, control, authority or is required to be consulted, at its discretion the Army may fulfill any such actions through the United States Army Corps of Engineers (USACE) and/or its representatives at ANC.
- B. No part of the DAR Project funds shall be used by EFLHD to pay for the following:
 1. Unless otherwise agreed to by the Parties in writing, design or construction of the Project to a standard less than the Design Documents;

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2. Installation of new utilities (not to include those being relocated) or other improvements, including related right-of-way costs, for the development of Army Land by the Army;
 3. Costs incurred resulting from discovery of, or releases of hazardous substances or petroleum on the Army Land including, but not limited to, Army response costs, contractor delay claims, contractor work order claims, or any re-design costs of the Project necessary to avoid or mitigate discovery of such materials unless approved by the Army;
 4. Installation, relocation, or modification of groundwater monitoring wells or any other remedial monitoring device installed on the Army Land within the Project right-of-way;
 5. Costs incurred as result of the discovery or releases of hazardous substance or petroleum off of Army Land except in accordance with Paragraph I.B.8.a.
 6. Betterments.
- C. This Agreement may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by all of the Parties.
- D. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.
- E. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.
- F. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the extent permitted by applicable law.
- G. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.

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- H. Nothing in this Agreement shall be construed as creating any rights, interest, or third-party beneficiary status for any entity or person other than the Parties hereto.
- I. Unless otherwise expressly provided herein, terms related to environmental investigations and responses used in this Agreement, are defined as they are in applicable federal law and in regulations promulgated thereunder, and shall have the meaning assigned to them in such laws and regulations.
- J. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.
- K. Subject to restrictions established in applicable state or federal law and regulations, all Parties will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.
- L. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.
- M. No Party shall have responsibility for any property damage, injury, or death caused by the acts or omissions of another Party's respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.
- N. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the injury-causing condition, under the law that governs such Party.
- O. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds exceeding available appropriations.
- P. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the

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- provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
- Q. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- R. The Parties will abide by the provisions of 18 U.S.C. § 1913 (Lobbying with Appropriated Monies).
- S. Contracts entered into by any federal agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.
- T. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- U. In the event of a conflict between the terms of this Agreement and the terms of the VDOT Relocation Agreement, this Agreement shall control with respect to construction means, methods, and responsibilities and the VDOT Relocation Agreement shall control with respect to obligations described therein that are not pertaining to construction means, methods, and responsibilities.

ARTICLE VI: FUNDING LIMITATIONS

- A. It is the anticipation of the Parties to this Agreement that all obligations of the Army, and the County arising under this Agreement will be fully funded up to the scope of the work described under the Purpose of the Project, subject to the availability of appropriations. The Parties agree to seek sufficient funding through the budgetary process to fulfill their obligations under this Agreement.
- B. The obligation of the Army to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriated funds, and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

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C. Any obligation of VDOT to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Virginia General Assembly and allocations by the Commonwealth Transportation Board. No funds will be provided by VDOT unless VDOT requests that Betterments be constructed.

D. The County's obligation to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Arlington County Board, such appropriations to be made or not is by the sole discretion of the Board.

ARTICLE VII: DISBURSEMENT OF FUNDS

- A. This Agreement will not result in the obligation of Army or Department of Defense funds and does not establish any specific financial obligation of these agencies. To the extent appropriate and authorized by law and agreed to by authorized agency officials, separate funding agreements will be entered by the Army or Department of Defense and EFLHD pursuant to the Economy Act, 31 U.S.C. § 1535 or other applicable law to carry out the terms and responsibilities established in this Agreement.
- B. Department of Defense funds authorized under the DAR authority will be transferred, allocated, and allocated directly to the EFLHD for use on the Project. All funds and activities are subject to the requirements of Title 23 of the United States Code and Title 23 of the Code of Federal Regulations and standard Federal-aid procedures.
- C. VDOT will be reimbursed for costs in connection with the Project through EFLHD's Rapid Approval and State Payment System in accordance with standard Federal-Aid procedures from federal funds provided directly to EFLHD for activities such as efforts to obtain necessary environmental and historical clearances and permits, design reviews, construction inspections, and acceptance activities on the Project. **County has committed substantial staff resources on this.**
- D. EFLHD will request reimbursement from the County for design activities for the multi-use trail. EFLHD will provide invoicing, and documentation describing and verifying the expenses incurred.

ARTICLE VIII: DISPUTE RESOLUTION

Any dispute between the Parties arising from or under this Agreement that cannot be resolved by the Project point of contacts shall be formally presented in writing to the Chief Engineer of VDOT, the Executive Director for Arlington National Cemetery, the Division Director for EFLHD, and the Director of the Arlington County Division of Transportation

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers.

If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Commissioner of Highways, the Assistant Secretary of the Army (Installations and Environment), the Administrator of the FHWA, and the County Manager of Arlington County. The foregoing dispute procedures do not apply to matters arising from or related to the Condemnation Case or any other eminent domain action that may be initiated.

EXHIBITS

- Exhibit A Army Land and Commonwealth Land
- Exhibit B County Roadway Project and VDOT Roadway Project
- Exhibit C Design Drawings
- Exhibit D Lands to be conveyed

[Signatures appear on following pages.]

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their
signatures below.

**UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY**

By: _____

_____ Date

Printed Name, Title, and Date of Signature:

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____

Printed Name, Title, and Date of Signature:

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

ARLINGTON COUNTY

By: _____ Date _____

Printed Name, Title, and Date of Signature:

Memorandum of Agreement
Design and Construction of Southgate Road, Columbia Pike, South Joyce Street, South
Nash Street Improvements and VA SR 27 Realignment
Arlington County, Virginia

**UNITED STATES OF AMERICA
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

By: _____
Kurt Dowden
Director, Program Administration

_____ Date

EXHIBIT A
DEFENSE ACCESS ROAD PROJECT
EXISTING PROPERTY

LEGEND

- VDOT
- FEDERAL GOVERNMENT
- ARLINGTON COUNTY
- PRIVATE

ARLINGTON
NATIONAL
CEMETERY

FOXGROFT
HEIGHTS

AFM

S. JOYCE ST

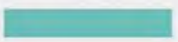
COLUMBIA PIKE

VA-27



EXHIBIT B

Arlington Co Roadway Project



Arlington National Cemetery



VDOT Roadway Project



Private Property



ARLINGTON NATIONAL CEMETERY

AFM

S. JOYCE ST.

VA-27

S. NASH ST.

FOXGROVE HEIGHTS

COLUMBIA PIKE



Proposed Property

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

PLANS FOR PROPOSED PROJECT VA-ST-ANC(1) COLUMBIA PIKE REALIGNMENT FROM WASHINGTON BOULEVARD (ROUTE 27) TO S. OAK STREET

75% PLANS
APRIL 22, 2020

ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION DEFENSE ACCESS ROAD

REG	STATE	FHWA PROJECT #	VDOT PROJECT #	SHEET NO.	TOTAL SHEETS
	VA	VA-ST-ANC (1)	PENDING	1	LOTS

U.S. Department of Transportation
Federal Highway Administration
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166



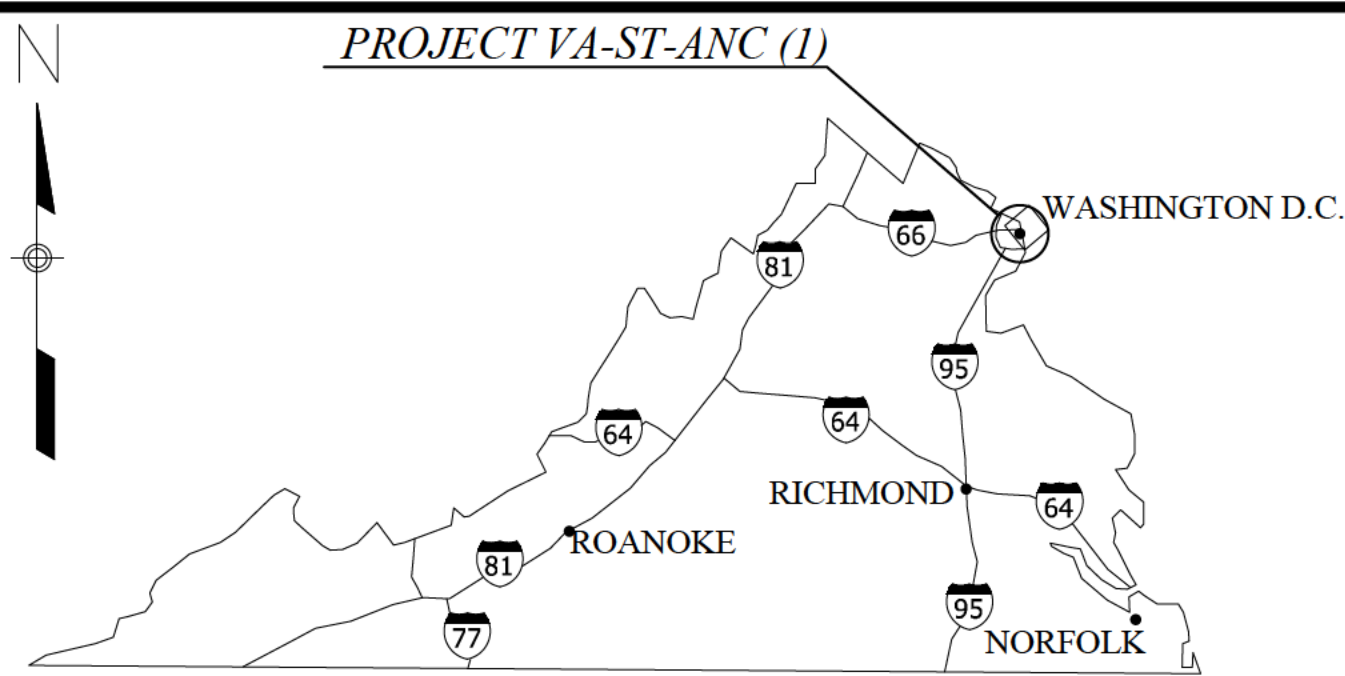
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION



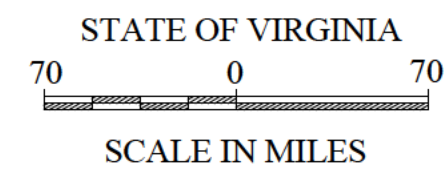
ARLINGTON VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
Transportation Division Transportation
Planning Bureau 2100 Clarendon
Boulevard, Suite 900 Arlington, VA 22201
Phone: 703.228.3629 Fax: 703.228.3606

Kimley-Horn
©2019 KIMLEY-HORN AND ASSOCIATES, INC.
11400 Commerce Park Drive, Suite 400
Reston Virginia 20190
Phone: 703-874-1300
Fax: 703-874-1300

SEE SHEET 1B FOR INDEX OF SHEETS



KEY MAP



DESCRIPTION OF PROJECT

REALIGNMENT OF COLUMBIA PIKE FROM WASHINGTON BOULEVARD TO S. OAK STREET. RECONFIGURATION OF INTERCHANGE WITH WASHINGTON BOULEVARD AND COLUMBIA PIKE. REMOVAL OF SOUTHGATE ROAD. CONSTRUCTION OF S. NASH STREET AND SHORTENING S. JOYCE STREET. RELOCATION OF UTILITIES FROM EXISTING LOCATIONS TO NEW ROAD ALIGNMENTS AND CONSOLIDATED UTILITY CORRIDORS. RETAINING WALLS IN VARIOUS LOCATIONS. TUNNEL UNDER COLUMBIA PIKE, MASS GRADING, AND MISCELLANEOUS WORK.

PROJECT LENGTH: 0.55 Miles (COLUMBIA PIKE, 0.16 Miles VDOT, 0.39 Miles Arlington Co.)
0.31 Miles (Route 27 RAMPS)
0.06 Miles (S. JOYCE STREET)
0.17 Miles (S. NASH STREET)
0.06 Miles (SOUTHGATE ROAD)
0.02 Miles (S. OAK STREET)

LANE MILES: 1.07 Miles - VDOT (RAMPS AND COLUMBIA PIKE)
2.33 Miles - ARLINGTON COUNTY

ROAD:	WIDTH	SURFACE	INTERMEDIATE	BASE	SUBGRADE
COLUMBIA PIKE	VARIABLE	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. JOYCE STREET	VARIABLE	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. NASH STREET	VARIABLE	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
WASH. BLVD. RAMPS					
EXIT FROM RTE 27	VARIABLE	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
ENTRANCE TO RTE 27	VARIABLE	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B

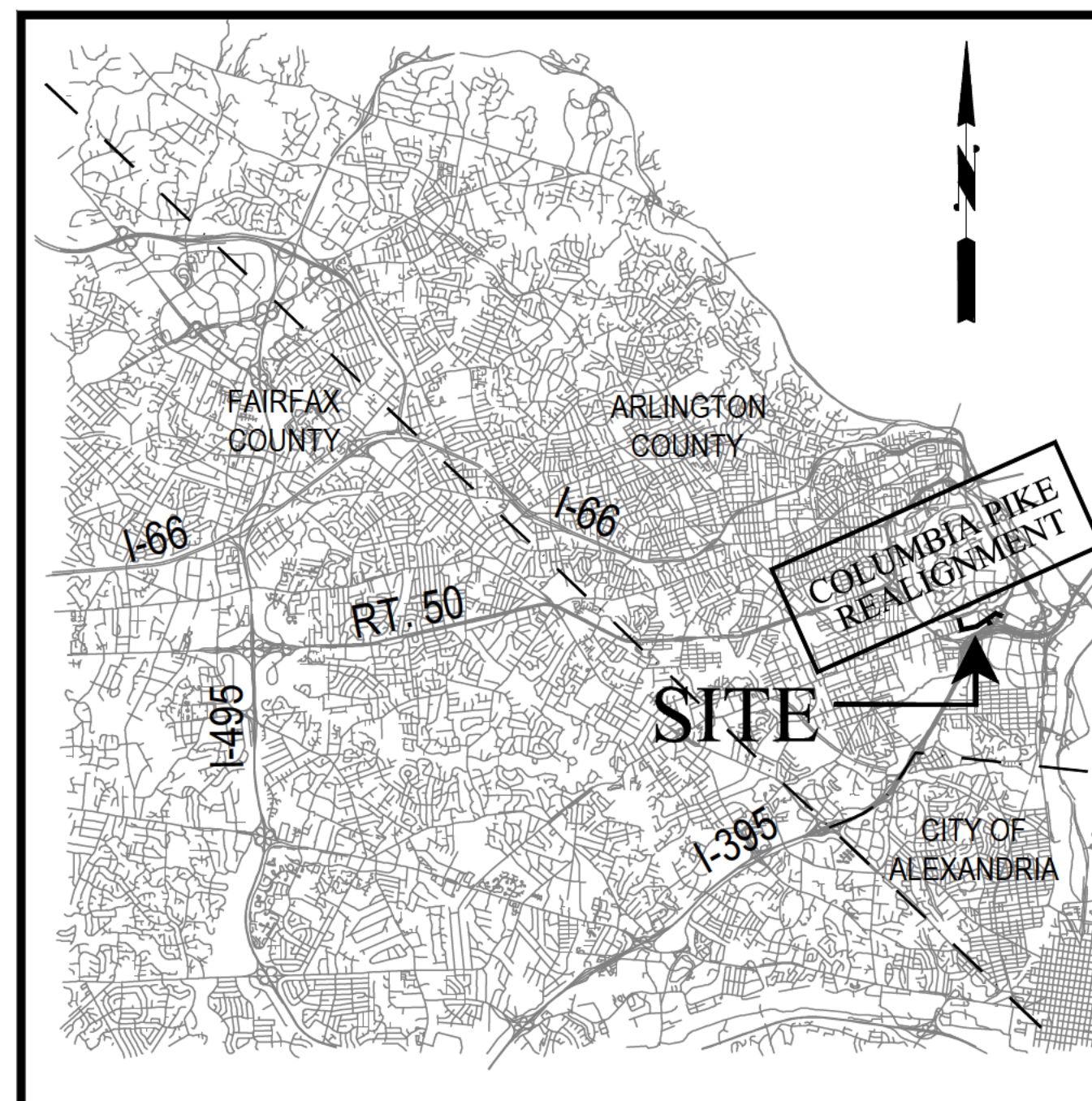
DESIGN DESIGNATION:	COLUMBIA PIKE	S. JOYCE STREET	S. NASH STREET	RT. 27 OFF-RAMP	RT. 27 ON-RAMP
ADT (2025)	12,200	13,700	4,900	4,800	4,700
ADT (2045)	15,200	16,300	5,600	5,400	5,800
DHV	1,730	1,550	560	540	580
D	80/20	60/40	50/50	100/0	100/0
%Truck	1%	1%	1%	1%	1%
V (MPH)	25	25	25	25	25
C/A	None	None	None	None	None
e(max)	2%	2%	2%	8%	8%
Roadway Classification	Urban Other Principal Arterial	Urban Minor Arterial	Urban Local Road	Interchange Ramp	Interchange Ramp
DESIGN SPEED	25 MPH	25 MPH	25 MPH	25 MPH	25 MPH

SPECIFICATIONS:

VDOT, 2020 Road and Bridge Specifications.

Project Manager	Lead Designer
THOMAS SHIFFLETT EDEN JEMAL	KIMLEY-HORN

LOCATION MAP



75% PLANS
PLANS PREPARED FOR

U.S. Department of Transportation
Federal Highway Administration
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166

Seal
FI PLANS
(75% DESIGN)
NOT FOR
CONSTRUCTION

Seal
FI PLANS
(75% DESIGN)
NOT FOR
CONSTRUCTION

Designed: TEC
Drawn: OCD
Checked: MRA
Miss Utility Transmittal #:

Filename: 1-TITLE_SHEET-FHWA.dwg
Path: R:\VA_2019\1104071\AK-DARCAD\FHWA
Plotted: April 22, 2020
Plotted by: olivia.decarlo

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

75% PLANS
TITLE SHEET
DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT
ARLINGTON COUNTY, VIRGINIA

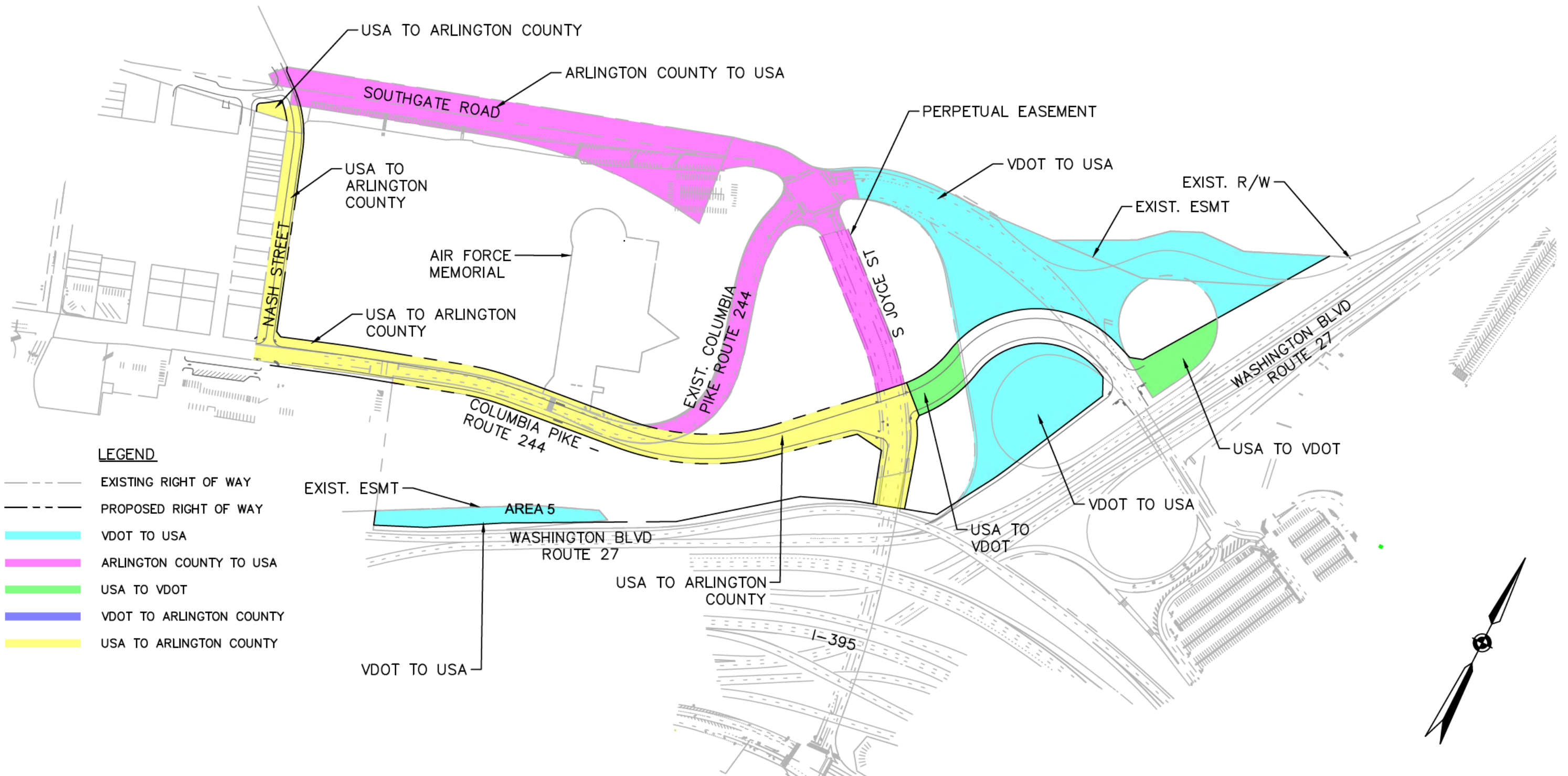
SCALE: N/A SHEET: 1

RECOMMENDED FOR APPROVAL	
DATE: ___/___/2020	DEPT. OF ENVIRONMENTAL SERVICES
DATE: ___/___/2020	RECOMMENDED FOR APPROVAL VDOT, STATE L&D ENGINEER
DATE: ___/___/2020	ARLINGTON NATIONAL CEMETARY DIRECTOR OF ENGINEERS

EXHIBIT D

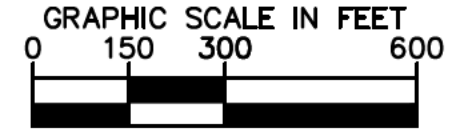
DEFENSE ACCESS ROAD PROJECT – PROPERTY TRANSFERS

ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION



LEGEND

- EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- VDOT TO USA
- ARLINGTON COUNTY TO USA
- USA TO VDOT
- VDOT TO ARLINGTON COUNTY
- USA TO ARLINGTON COUNTY



**CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES
ARLINGTON NATIONAL CEMETERY
ARLINGTON COUNTY, VIRGINIA**

THIS CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES (hereinafter “Agreement”), entered into this _____ day of _____, 2020 between the UNITED STATES OF AMERICA , represented by the Chief, Real Estate Division, U. S. Army Corps of Engineers (hereinafter the “Government”), executing this Agreement, and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, (hereinafter, “VDOT”), acting through its Commissioner of Highways executing this Agreement (each a “Party” and collectively the “Parties”);

WITNESSETH THAT:

WHEREAS, the Secretary of the Army (hereinafter the “Secretary”), under the authority of the National Defense Authorization Act of 2016 (Public Law 114-92, Section 2101) may carry out a military construction project to realign and replace the road network in Arlington County, Virginia (the “County”) around Arlington National Cemetery to increase the amount of land available for burials and to maintain traffic flow through the vicinity of Arlington National Cemetery and to the Pentagon Reservation and Joint Base Myer-Henderson Hall (hereinafter the “Project”); and

WHEREAS, the Secretary, under the authority of the National Defense Authorization Act of 2017 (Public Law 114-328, Section 2829A) has been authorized to acquire all right, title and interest in certain lands he determines sufficient for the expansion of Arlington National Cemetery for the Project for purposes of ensuring maximization of interment sites and compatible use of adjacent properties, including any appropriate cemetery or memorial parking; and

WHEREAS, the Secretary, under the authority of the Consolidated Appropriations Act, 2016 (Public Law 114-113, Section 132) and the Energy and Water, Legislative Branch, and Military Construction, Veteran Affairs Appropriations Act, 2019 (Public Law 115-244, Section 130) may provide for advances to the Federal Highways Administration, Department of Transportation for construction of access roads and for replacing existing highways and highway connections as authorized by section 210 of title 23 United States Code; and

WHEREAS, the Secretary has determined that approximately 6.755 acres of land and easements over approximately 2.415 acres of land located in Arlington County, Virginia, in which VDOT maintains and operates part of the right of way known as Columbia Pike and the Route 27/Columbia Pike interchange, as shown on Exhibit “A”

and more particularly described on Exhibit “B,” both of which are attached hereto and made a part hereof (hereinafter the “Property”), are required for the Project; and

WHEREAS, VDOT is the holder of certain real property interests over and in the Property by virtue of which VDOT has improved and maintains thereon public roadways known as Columbia Pike and the Route 27/Columbia Pike Interchange, together with necessary bridges, ramps, appurtenances and public utilities consisting of water and sanitary sewer pipelines and overhead and underground communication lines; and

WHEREAS, VDOT is willing to convey to the Government temporary rights and permits necessary to perform studies for the Project; the Project includes provision of the Substitute Facilities (defined below), which includes construction of improvements such as the demolition, removal, and replacement of portions of existing VDOT roadways and public utility facilities; and

WHEREAS, upon completion of Project construction, VDOT is further willing to convey or otherwise vacate and abandon to the Government all right, title and interest in the Property, including the roadways, public utilities, and appurtenances thereon so as to eliminate interference with the operation and maintenance of the Project; and

WHEREAS, in consideration for the conveyance by VDOT of the aforementioned right, title, and interest in and to the Property, the Government shall provide to VDOT, at no cost to VDOT, the Substitute Facilities, as defined below; and

WHEREAS, VDOT agrees that the provision of the said Substitute Facilities, as defined below, which includes construction of improvements, transfer of title to the Replacement Lands (defined below), and provision of required utility easements or permits, all in accordance with this Agreement, shall constitute full, just, and complete compensation for the acquisition by the Government of all VDOT’s right, title, and interest in the Property as aforesaid; and

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

ARTICLE 1. Obligations of VDOT. VDOT shall furnish all services required to fulfill, and shall fulfill, the following obligations:

a. Furnish continuing cooperation with the Government to reach a Memorandum of Agreement with the United States Department of the Army (“Army”), Federal Highway Administration, Eastern Federal Lands Highway Division (“FHWA”), and Arlington County for the construction of the improvements that are part of the Substitute Facilities per Article 2.a(ii) below (the “Construction Agreement”), including but not limited to review of detailed construction and right-of-way plans and specifications, and plans for phasing of construction thereunder in order to keep all roads on the Property open or provide alternative temporary access in accordance with the traffic maintenance plan to be developed pursuant to the Construction Agreement, until the constructed roadway improvements are opened for public use, and other aspects of

the relocation or alteration of VDOT's roadways, public utilities, and appurtenances thereto on the Property are complete. Further, and without additional consideration, upon completion of the Substitute Facilities VDOT shall institute and prosecute proceedings in accordance with existing State law for the abandonment of all the VDOT roads eliminated by the Project and located within the Property.

b. Pay for the cost of all Betterments (defined below) requested by VDOT which exceed the requirements for Substitute Facilities, as determined pursuant to Article 3 hereof.

c. Issue VDOT land use permits promptly in accordance with Article 8 for the purposes described therein.

d. Upon completion and acceptance of the Substitute Facilities, which shall constitute full, just, and complete compensation for the Property, vacate, abandon and convey by quitclaim deed (the "VDOT Deed") to the Government all right, title and interest to the Property as shown on Exhibit "A" and described on Exhibit "B," in exchange for simultaneous delivery by the Government to VDOT of the Government's Deed (defined below), and accept the relocated roads into the State Highway System.

e. Upon completion and acceptance of the Substitute Facilities, issue land use permits for any Army utilities not currently on the Replacement Lands that are relocated onto the Replacement Lands.

f. Record the Government's Deed, as defined below, not later than fourteen (14) days after receipt of the final, executed deed from the Government.

ARTICLE 2. Obligations of the Government.

a. Subject to the availability of funds, the Government shall, in consideration for the conveyance of VDOT's interest in the Property as described herein and at its own expense, provide substitute facilities (the "Substitute Facilities"), which shall mean:

- (i) all right, title and interest in the Replacement Lands to be transferred by the Government in fee, subject to easements for any Army-owned utilities currently located thereon (including if such existing utilities are relocated within the Replacement Lands) and any easements of record, which Replacement Lands are necessary for VDOT to operate and maintain the improvements identified in Article 2.a(ii), and are described on Exhibit "C" and shown on Exhibit "C-1", both of which are attached hereto (such real property, the "Replacement Lands"), and
- (ii) improvements constructed in accordance with the Construction Agreement to applicable federal and state highway standards current at the time of execution of this Agreement, including

but not limited to the most current respective edition of the Manual on Uniform Traffic Control Devices (“MUTCD”), Virginia Work Area Protection Manual, VDOT Northern Virginia District Traffic Engineering Design Guidelines for Traffic Control Devices, VDOT Northern Region 2014 Pavement Marking Reference Guide, VDOT Road Design Manual, VDOT Road and Bridge Specifications, VDOT Road and Bridge Standards, and any applicable County standards and specifications for County maintained roads, as more particularly described in the seventy-five percent (75%) design drawings (“Design Drawings”) referenced in Exhibit “D” attached hereto, unless otherwise agreed in the Construction Agreement, to include:

(A) the relocation of required roadways, drainage facilities, curb, gutter, curb cuts, traffic signalization, and sidewalk (if applicable) for the relocated Columbia Pike and Route 27/Columbia Pike interchange onto the real property shown; and

(B) the construction of required retaining walls adjacent to the Replacement Lands (1) parallel to State Route 27 and perpendicular to Columbia Pike, and (2) parallel to the ramp from Columbia Pike to State Route 27 and Interstate 395; and

(C) any required relocation of utilities and infrastructure presently located within the Property, either owned by VDOT or located on the Property pursuant to easement or license, for which the expense of moving same is legally required to be borne by VDOT pursuant to applicable law or agreement, and grants of rights or interests for such utilities and infrastructure relocated to Government owned land consistent with and comparable to those currently held by such entities.

b. Except where another Federal agency or Arlington County has responsibility for such actions, the Government shall grant, obtain, or cause others to obtain at its sole expense all easements, rights of way, or other interests in real property necessary for the said relocation and/or alteration of the improvements that are part of the Substitute Facilities per Article 2.a(ii) above.

c. The Government shall prepare the VDOT Deed transferring the Property to the United States, a draft form of which is attached hereto as Exhibit “E,” and record same in the County land records at its own expense.

d. The Government shall convey to VDOT by deed of quitclaim (the “Government’s Deed”), a draft form of which is attached hereto as Exhibit “F,” all right, title, and interest in the Replacement Lands, subject to easements for any Army-owned

utilities currently located thereon (including if such existing utilities are relocated within the Replacement Lands) together with perpetual easements for VDOT owned utilities within the Project area which are relocated to Government-owned lands as part of the Substitute Facilities, not later than sixty (60) days following receipt of notice of Final Construction Completion, as defined in the Construction Agreement, or as soon thereafter as is reasonably practicable, in exchange for simultaneous delivery by VDOT to the Government of the VDOT Deed and land use permits for Army utilities not currently on the Replacement Lands that are relocated onto the Replacement Lands.

e. The Parties acknowledge that the Government does not control construction of the improvements pursuant to Article 2.a.ii above, and that the Government shall not be liable for the non-performance of such construction. The full and proper performance of such construction of the improvements in accordance with the Construction Agreement is intended to be a condition to VDOT's obligations under this Agreement.

ARTICLE 3. Betterments. VDOT agrees that improvements designed and constructed in accordance with Article 2.a and in compliance with federal and state highway standards as required by the Construction Agreement will provide VDOT with facilities equal in function and utility to those now in existence. If VDOT desires any improvements in design, construction, or capacity over and above what is required by Article 2.a and this Article 3, such improvements shall constitute a Betterment and shall be furnished, or the cost thereof paid, by VDOT. The costs of Betterments shall include all items of expense properly chargeable thereto, including but not limited to acquisition of any necessary rights-of-way, easements or other interests in real property, labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, and rental of tools, equipment, and machinery employed in the work, together with such other items of expense as the United States (FHWA in coordination with the Army) and VDOT agree should be included in the cost of the work; provided, however, that the term "Betterments" will not be deemed to include more costly construction or design necessitated solely as a result of the Project, nor shall the term "Betterments" include any costs of compliance with the terms of the Construction Agreement with respect to improvements not shown on the Design Drawings but otherwise required by the Construction Agreement, for example compliance with the applicable construction standards set forth therein.

ARTICLE 4. Preservation of Claims. The Parties acknowledge that either Arlington County or the United States intends to (a) acquire one or more temporary construction easements for the Project, (b) acquire an easement for public sidewalk, utilities and drainage purposes, and (c) acquire one or more easements for public and private utilities purposes, all within VDOT's administrative and maintenance facility fronting the southern boundary of Columbia Pike east of South Orme Street. VDOT's administrative and maintenance facility is not right of way property and is not part of the Property. All easements for right of way or other purposes required from VDOT's administrative and maintenance facility are excluded from this Agreement and compensation for any such easements shall be by separate agreement between VDOT and the applicable entity requesting the easement.

ARTICLE 5. Risk of Loss. VDOT agrees that loss or damage to the Property by fire or acts of God shall be at the risk of VDOT until the title to the land and deed to the Government have been accepted by a duly authorized representative of the Government or until the right of occupancy and use of the land, as herein below provided for, has been exercised and, in the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the title, or it may elect to accept conveyance of title to such Property “as-is.”

ARTICLE 6. Interference. VDOT agrees that, during the Project, VDOT shall not construct, or permit third parties to construct, improvements on the Property.

ARTICLE 7. Release. VDOT agrees, on completion of the improvements and performance of all other obligations identified in Article 2.a(ii) as part of the Substitute Facilities as required by Article 2.d, and acceptance of the roadways within the Project into the State Primary Highway System in accordance with Virginia law, to accept said Substitute Facilities as full and just compensation for the Property.

ARTICLE 8. Immediate Occupancy.

a. Contemporaneously with or prior to execution of this Agreement VDOT shall issue to the Government and its assigns, subject to the provisions of Article 8.b, a standard VDOT land use permit granting the right of immediate use of the Property in accordance with VDOT land use permit requirements for any and all studies required or desired by the Government of the Property.

b. Any contractor or subcontractor of the Government who wishes to enter the Property for the purpose of performing any and all studies thereon prior to conveyance of the Property to the Government shall obtain and maintain Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance as required by, and in the amounts set forth, in the Commonwealth of Virginia Agency Procurement and Surplus Property Manual, as amended (the “Manual”). Such insurance be satisfactory in form and substance to each Party and shall name each Party as an additional insured. Any contractor of the Government shall provide a certificate of insurance to the Government and VDOT prior to the commencement of work or entry upon the Property and/or at any time during contract performance, and shall provide any bonds required by the Manual in form acceptable to the Government and VDOT. Any contractor of the Government shall provide written notice at least thirty (30) days prior to any cancellation, renewal or expiration of the aforesaid insurance policy or policies. For all contracts involving substantial risk of third party injuries or claims, the Government shall require any contractor or subcontractor of the Government who wishes to perform work upon the Property to agree to indemnify the Commonwealth of Virginia, its officers, agents, and employees, as set forth in the Manual.

ARTICLE 9. Condemnation. Upon execution of this Agreement should it be determined for any reason that the right, title and interest of VDOT in the Property referred to above shall be acquired by condemnation, or other judicial proceedings,

VDOT shall cooperate in the prosecution of the proceedings and this Agreement shall, without more, constitute a stipulation which may be filed in the proceedings and be final and conclusive evidence that the Substitute Facilities provided by the Government are the Government's full performance under this Agreement and constitutes full and just compensation for the taking of VDOT's land and that no other facilities or payment of consideration is required.

ARTICLE 10. Covenant against Contingent Fees. VDOT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and legal counsel. For breach or violation of this warranty the Government shall have the right to annul this Agreement without liability.

ARTICLE 11. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 12. Gratuities.

a. The Government may, by written notice to VDOT, terminate this Agreement if it is found, after notice and hearing by the Secretary of the Army or his duly authorized representative that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by VDOT or any agent or representative of VDOT to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination, with respect to the performing of such contract; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such finding shall be in issue and may be reviewed in any competent court.

b. In the event this Agreement is terminated as provided in Article 12.a above, the Government shall be entitled to pursue the same remedies against VDOT as it could pursue in the event of a breach of contract by VDOT.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Susan K. Lewis
Real Estate Contracting Officer
Chief, Real Estate Division
U.S. Army Engineer District, Baltimore

VIRGINIA DEPARTMENT OF TRANSPORTATION

By _____
Stephen C. Brich, P.E.
Commissioner of Highways

Exhibits:

- A Plat of Property
- B Description of Property
- C Plat of Replacement Land
- C-1 Description of Replacement Land
- D Design Drawings
- E Form of VDOT Deed
- F Form of Government's Deed

ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT USA AND VDOT LAND EXCHANGE AREAS FROM VDOT TO USA

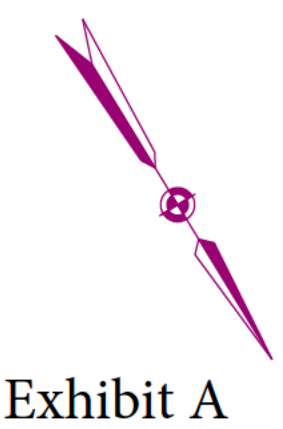




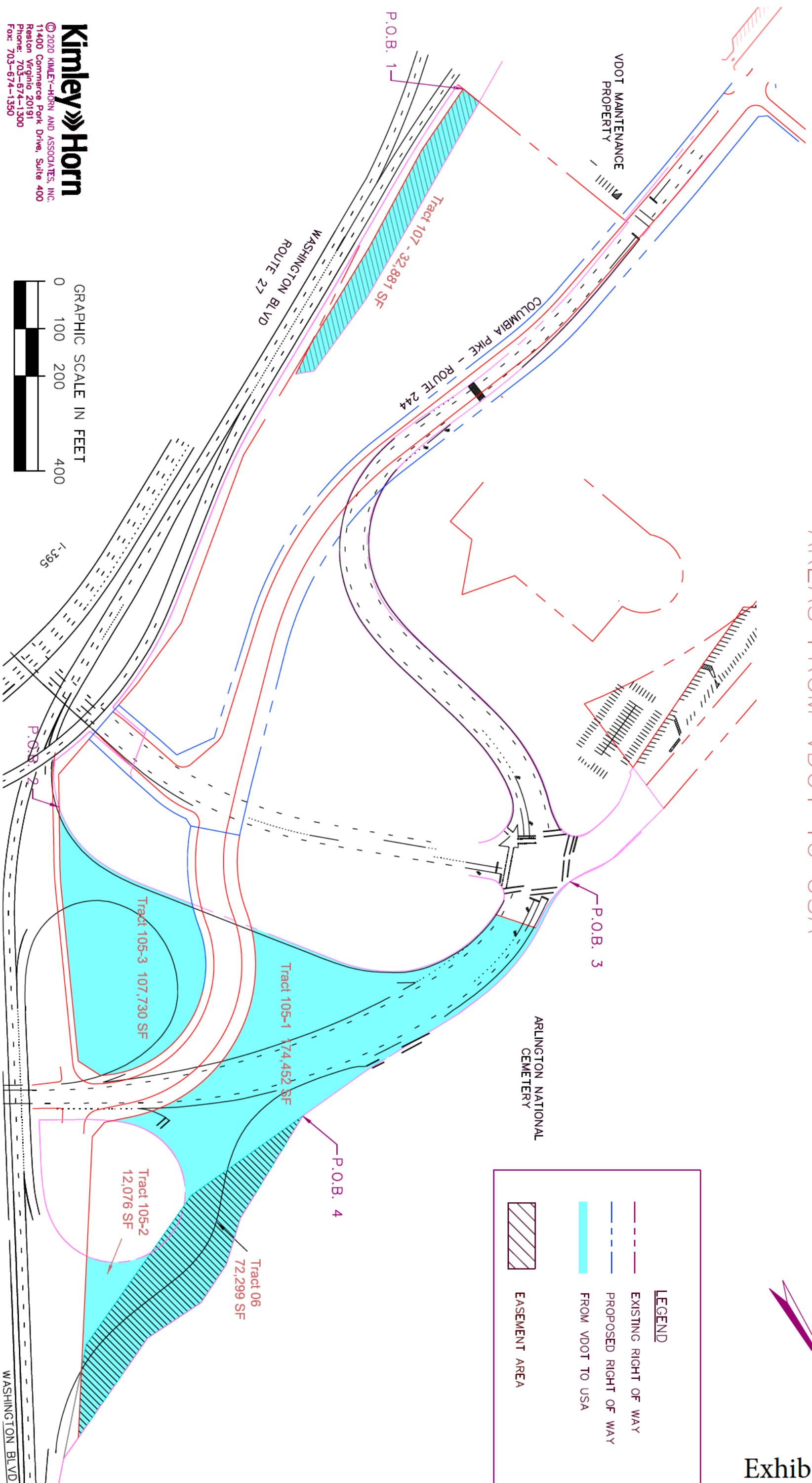


Exhibit A

LEGEND	
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	FROM VDOT TO USA
	EASEMENT AREA



Kimley»Horn
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 11400 Commerce Park Drive, Suite 400
 Reston Virginia 20191
 Phone: 703-674-1300
 Fax: 703-674-1350

Exhibit A

Exhibit B

Description of Property

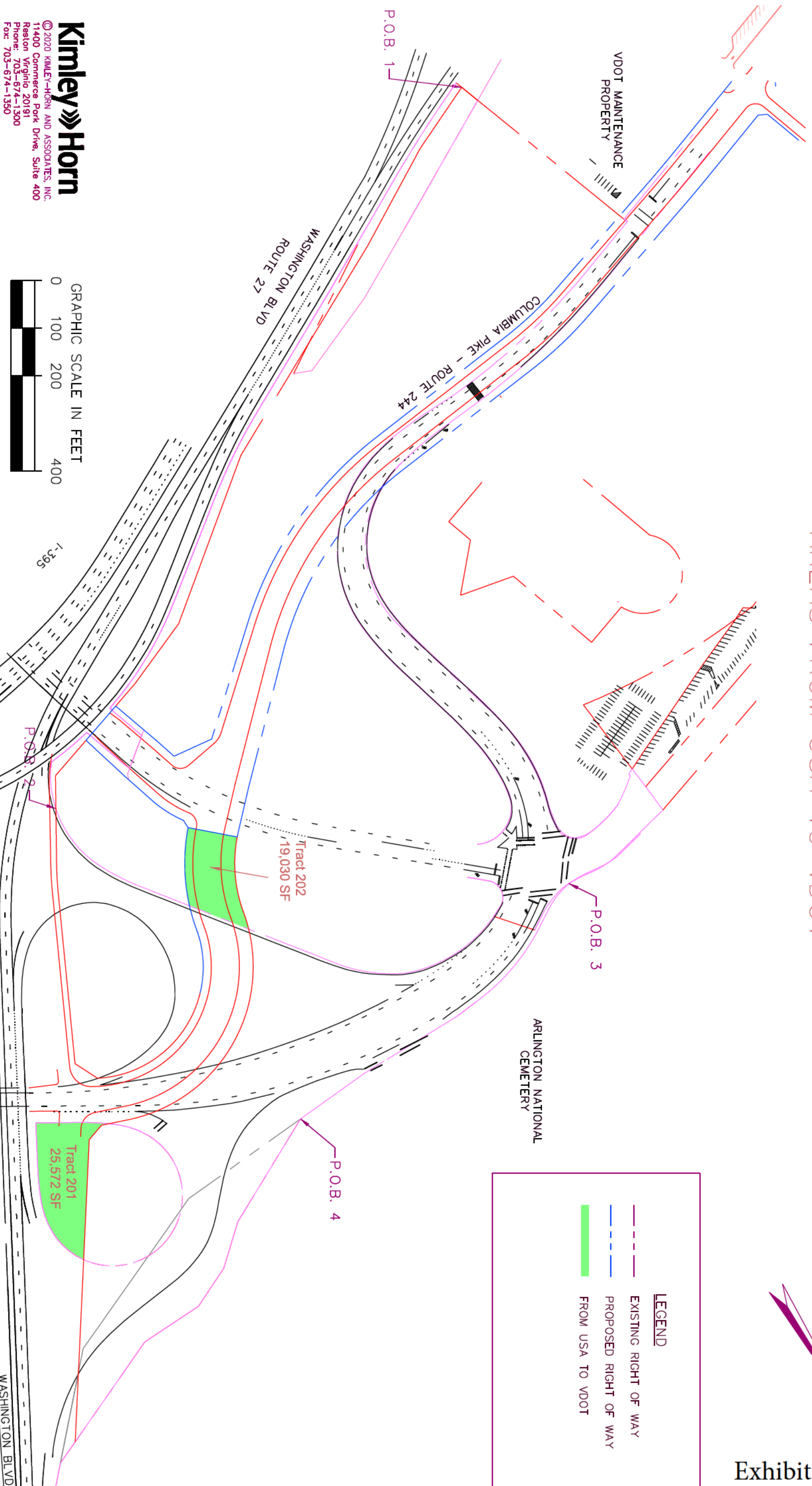
ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION PROJECT USA AND VDOT LAND EXCHANGE AREAS FROM USA TO VDOT



Exhibit C

LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- FROM USA TO VDOT



Kimley»Horn

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11400 Commerce Park Drive, Suite 400
Reston Virginia 20191
Phone: 703-674-1300
Fax: 703-674-1350

GRAPHIC SCALE IN FEET



I-395

WASHINGTON BLVD

ARLINGTON NATIONAL CEMETERY

WASHINGTON BLVD
ROUTE 27

COLUMBIA PIKE - ROUTE 244

Tract 202
19,030 SF

Tract 201
25,572 SF

VDOT MAINTENANCE
PROPERTY

P.O.B. 1

P.O.B. 3

P.O.B. 4

P.O.B. 2

Exhibit C-1

Description of Replacement Lands

REG	STATE	FHWA PROJECT #	VDOT PROJECT #	SHEET NO.	TOTAL SHEETS
	VA	VA-ST-ANC (1)	PENDING	1	LOTS

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

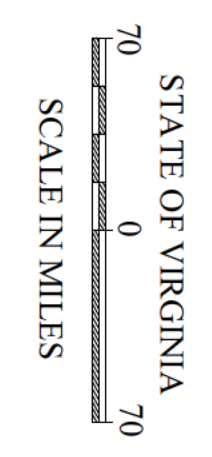
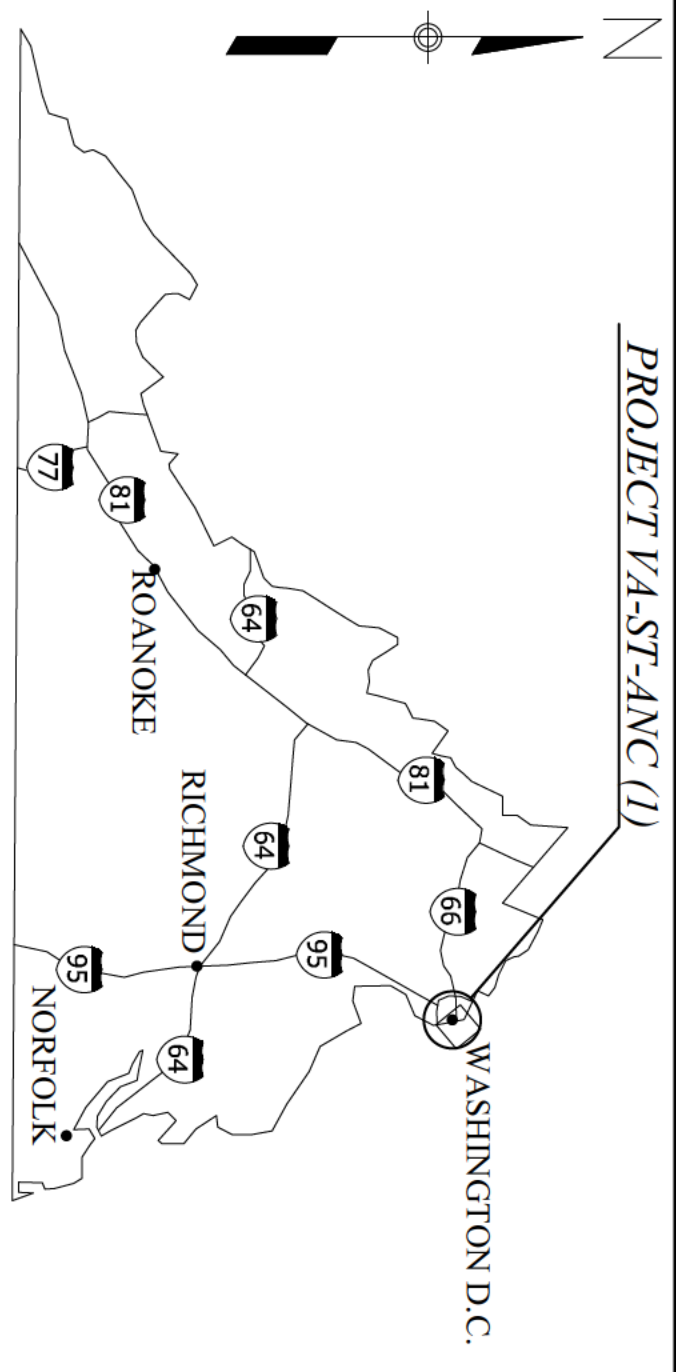
PLANS FOR PROPOSED
PROJECT VA-ST-ANC(1)

**COLUMBIA PIKE REALIGNMENT
FROM WASHINGTON BOULEVARD (ROUTE 27)
TO S. OAK STREET**

75% PLANS
APRIL 22, 2020

**ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION
DEFENSE ACCESS ROAD**

SEE SHEET 1B FOR INDEX OF SHEETS



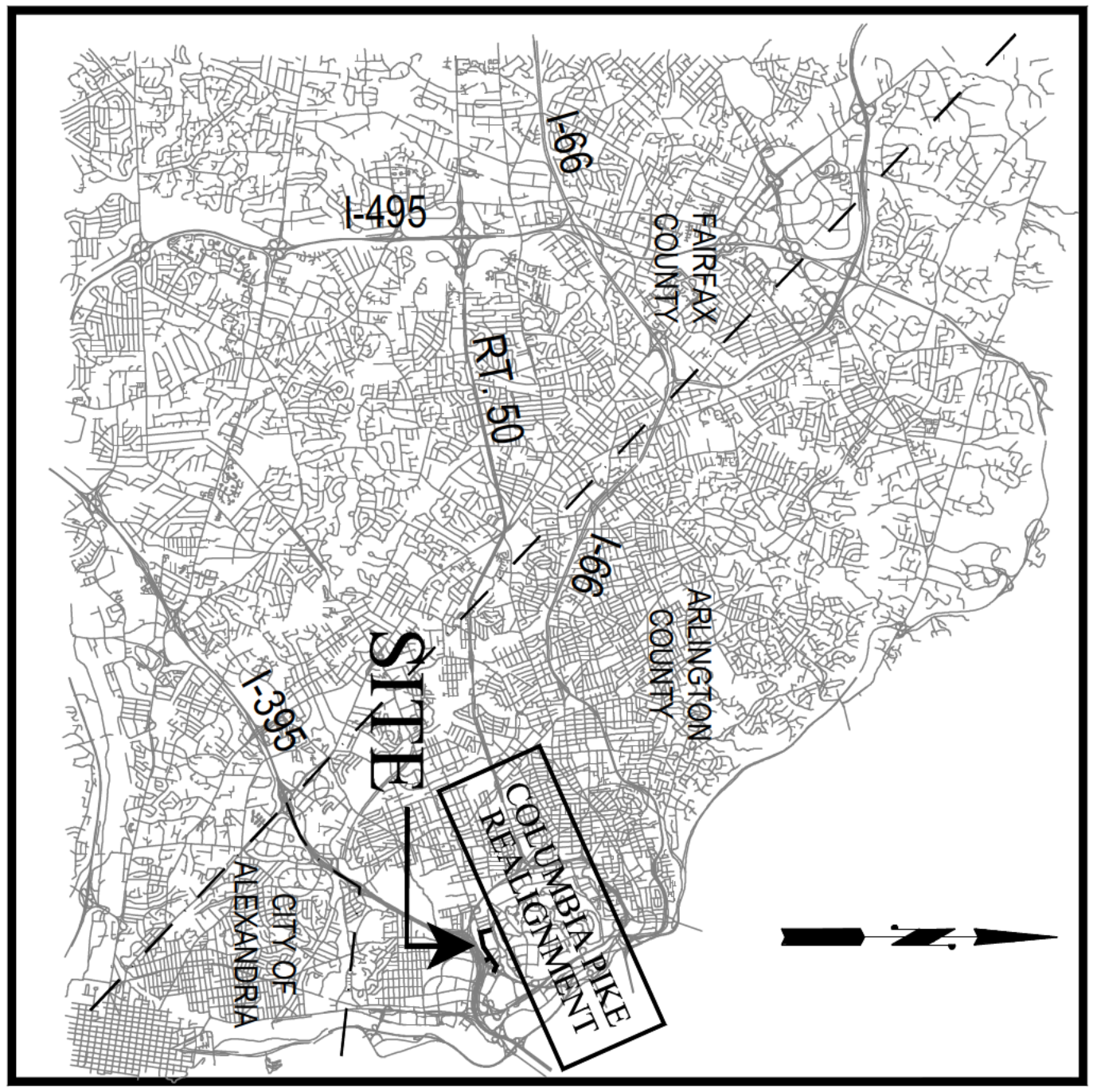
DESCRIPTION OF PROJECT
REALIGNMENT OF COLUMBIA PIKE FROM WASHINGTON BOULEVARD TO S. OAK STREET. RECONFIGURATION OF INTERCHANGE WITH WASHINGTON BOULEVARD AND COLUMBIA PIKE. REMOVAL OF SOUTHGATE ROAD. CONSTRUCTION OF S. NASH STREET AND SHORTENING S. JOYCE STREET. RELOCATION OF UTILITIES FROM EXISTING LOCATIONS TO NEW ROAD ALIGNMENTS AND CONSOLIDATED UTILITY CORRIDORS, RETAINING WALLS IN VARIOUS LOCATIONS, TUNNEL UNDER COLUMBIA PIKE, MASS GRADING, AND MISCELLANEOUS WORK.

PROJECT LENGTH: 0.55 Miles (COLUMBIA PIKE, 0.16 Miles VDOT, 0.39 Miles Arlington Co.)
0.31 Miles (Route 27 Ramps)
0.06 Miles (S. JOYCE STREET)
0.17 Miles (S. NASH STREET)
0.06 Miles (SOUTHGATE ROAD)
0.02 Miles (S. OAK STREET)

LANE MILES: 1.07 Miles - VDOT (RAMPS AND COLUMBIA PIKE)
2.33 Miles - ARLINGTON COUNTY

ROAD:	WIDTH	SURFACE	INTERMEDIATE	BASE	SUBGRADE
COLUMBIA PIKE	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. JOYCE STREET	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
S. NASH STREET	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
WASH. BLVD. RAMPS	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
EXIT FROM RTE 27	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B
ENTRANCE TO RTE 27	VARIABLES	2" SM-9.5E	4" IM-19.0D	6" BM-25.0	12" 21B

DESIGN DESIGNATION:	COLUMBIA PIKE	S. JOYCE STREET	S. NASH STREET	RT. 27 OFF-RAMP	RT. 27 ON-RAMP
ADT (2025)	12,200	13,700	4,900	4,800	4,700
ADT (2045)	15,200	16,300	5,600	5,400	5,800
DHV	1,730	1,550	560	540	580
D	80/20	60/40	50/50	100/0	100/0
%Truck	1%	1%	1%	1%	1%
V (MPH)	25	25	25	25	25
C/A	None	None	None	None	None
e(max)	2%	2%	2%	8%	8%
Roadway Classification	Urban Other Principal Arterial	Urban Minor Arterial	Urban Local Road	Interchange Ramp	Interchange Ramp
DESIGN SPEED	25 MPH	25 MPH	25 MPH	25 MPH	25 MPH



LOCATION MAP

Exhibit D



75% PLANS
PLANS PREPARED FOR
U.S. Department of Transportation
Federal Highway Administration
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

75% PLANS
TITLE SHEET
DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT
ARLINGTON COUNTY, VIRGINIA

SCALE: N/A SHEET: 1

RECOMMENDED FOR APPROVAL	DATE: / / 2020
DEPT. OF ENVIRONMENTAL SERVICES	DATE: / / 2020
RECOMMENDED FOR APPROVAL	DATE: / / 2020
VDOT, STATE L&D ENGINEER	DATE: / / 2020
ARLINGTON NATIONAL CEMETARY	DATE: / / 2020
DIRECTOR OF ENGINEERS	

Project Manager
THOMAS SHIFFLETT
Eden Jemal

Lead Designer
KIMLEY-HORN

VDOT, 2016 Road and Bridge Specifications.

File name: 1-TITLE SHEET-FHWA.dwg
Path: \\s:\projects\2020\16600-arlington\16600-arlington.dwg
Plotted: April 22, 2020
Plotted by: olivia.decaro

EASTERN FEDERAL LANDS HIGHWAY DIVISION
STERLING, VIRGINIA 20166

U.S. Army Corps of Engineers

ARLINGTON NATIONAL CEMETERY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

ARLINGTON NATIONAL CEMETERY

Kimley-Horn
11400 Corporate Park Drive, Suite 400
Sterling, VA 20166
Phone: 703-674-1500
Fax: 703-674-1500

DEPARTMENT OF ENVIRONMENTAL SERVICES
Transportation Division
Planning Bureau, 2100 Clarendon Boulevard, Suite 900 Arlington, VA 22201
Phone: 703.228.9259 Fax: 703.228.3806

FI PLANS
(75% DESIGN)
NOT FOR
CONSTRUCTION

FI PLANS
(75% DESIGN)
NOT FOR
CONSTRUCTION

Designed: TBC
Drawn: OGD
Checked: MRA
Miss Utility Transmittal #:

FI PLANS
 (75% DESIGN)
 NOT FOR
 CONSTRUCTION

FI PLANS
 (75% DESIGN)
 NOT FOR
 CONSTRUCTION

ARLINGTON NATIONAL CEMETERY
 SOUTHERN EXPANSION (ANCSE)
 DEFENSE ACCESS ROAD (DAR) PROJECT
 ARLINGTON COUNTY, VIRGINIA

Designed: TBC
 Drawn: OCDD
 Checked: MRA
 Miss Utility Transmittal #: _____
 File Name: 20-A-000001-SHEET.dwg
 Path: S:\20-A-000001\PROJECT\DRAWINGS\20-A-000001.dwg
 Plotted: April 22, 2020
 Plotted by: Tommy Cook

FEDERAL HIGHWAY ADMINISTRATION
 EASTERN FEDERAL LANDS HIGHWAY DIVISION

75% PLANS
 SHEET INDEX MAP
 ANCE DAR PROJECT
 ARLINGTON COUNTY, VIRGINIA

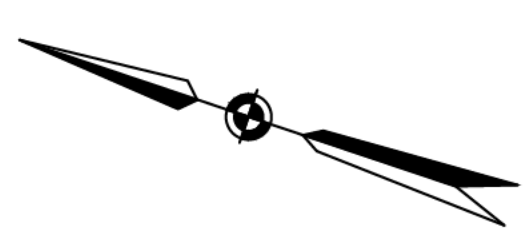
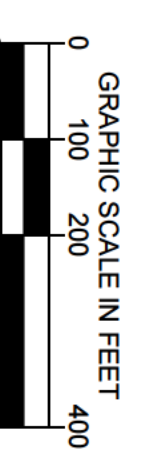
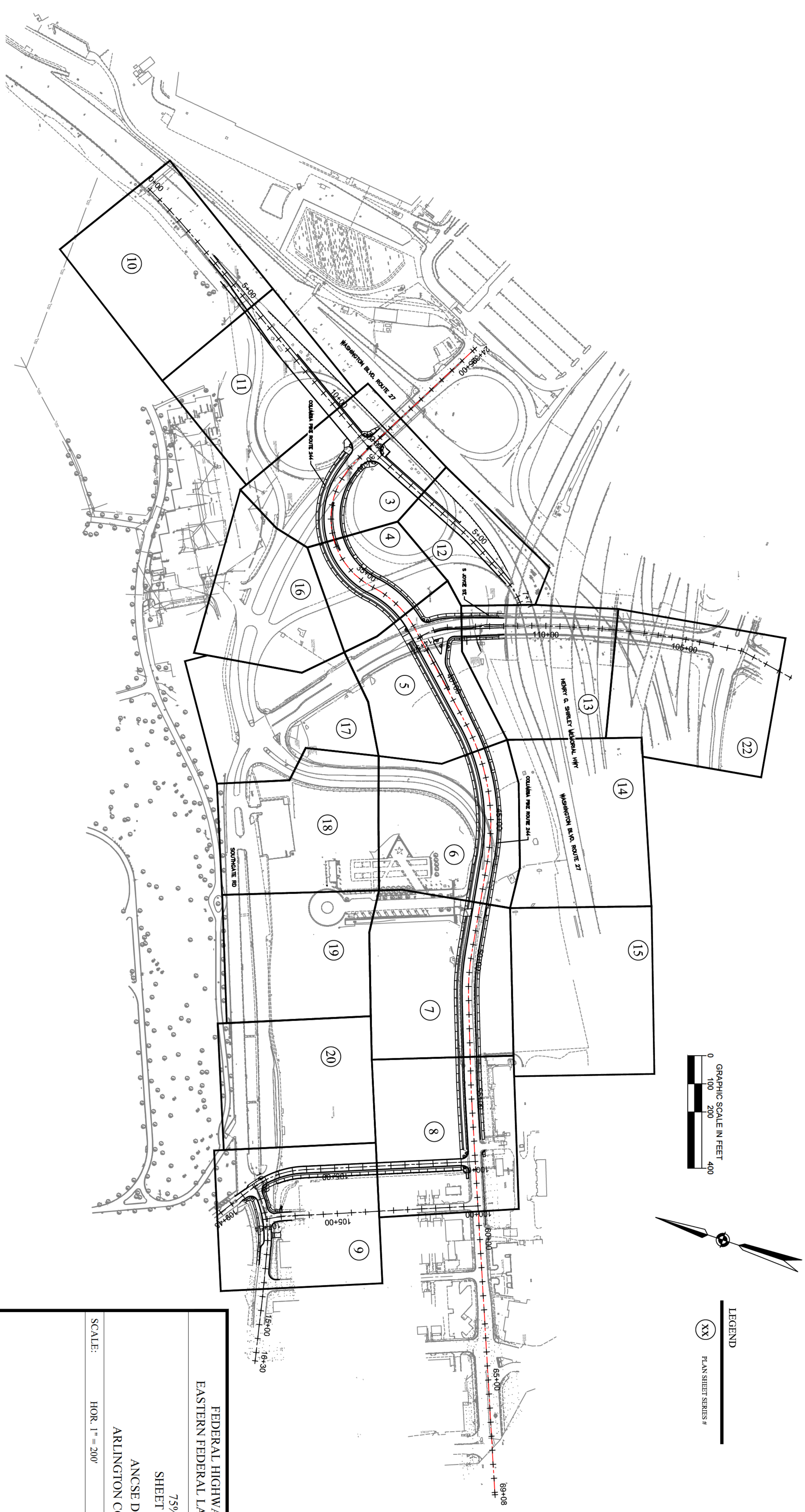
SCALE: HOR. 1" = 200' SHEET: 1A

COLUMBIA PIKE ROUTE 244

Arlington County, Virginia

DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT

- COLUMBIA PIKE: STA. 28+76 - STA. 57+78
- S. JOYCE STREET: STA. 111+50 - STA. 114+66
- S. NASH STREET: STA. 100+00 - STA. 108+71
- S. SOUTHGATE ROAD: STA. 10+00 - STA. 16+35
- S. OAK STREET: STA. 106+62 - STA. 107+49
- ROUTE 27 ON RAMP: STA. 0+00 - STA. 6+87
- ROUTE 27 OFF RAMP: STA. 2+00 - STA. 12+00



LEGEND
 XX PLAN SHEET SERIES #

EXHIBIT E to CONTRACT FOR RELOCATION OR ALTERATION OF FACILITIES

Tax Map Parcel Number: not assigned

PREPARED BY THE
OFFICE OF THE ATTORNEY GENERAL

**Exempt from recordation taxes and fees
pursuant to Sections 58.1-811(A)(3), 58.1-811(C)(4),
58.1-3315, 42.1-70, 17.1-266, and 17.1-279(E)**

**QUITCLAIM DEED
ARLINGTON NATIONAL CEMETERY
ARLINGTON COUNTY, VIRGINIA
TRACT NOS. 105-1, 105-2, 105-3, 106 and 107**

THIS QUITCLAIM DEED, is made and entered into between the COMMONWEALTH OF VIRGINIA, acting by and through the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (hereinafter the "GRANTOR") and the UNITED STATES OF AMERICA and its assigns (hereinafter the "GRANTEE"), acting by and through the (Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY") and/or (represented by the Chief, Real Estate Division, U. S. Army Corps of Engineers).

WITNESSETH THAT:

WHEREAS, the Army, under the authority of the National Defense Authorization Act of 2017, Public Law 114-328, Section 2829A, has been authorized to acquire all right, title and interest in certain lands he determines sufficient for the expansion of Arlington National Cemetery for purposes of ensuring maximization of interment sites and compatible use of adjacent properties, including any appropriate cemetery or memorial parking; and

WHEREAS, the hereinafter described property was acquired in connection with the construction, reconstruction, alteration, maintenance and repair of the State Highway System; and

WHEREAS, this conveyance is authorized in accordance with the provisions of Sections 33.2-1010 and 33.2-225 of the Code of Virginia (1950), as amended; and

WHEREAS, the GRANTOR is the fee owner of approximately 6.755 acres of land identified as Tract Numbers 105-1, 105-2 and 105-3, and holds a right of way easement over, across and upon approximately 2.415 acres of land identified as Tract Numbers 06 and 107, all of which are located in Arlington County, in the Commonwealth of Virginia, all of which contain 9.170 acres, more or less, in the aggregate and are part of the right of way known as Columbia Pike and the Route 27/Columbia Pike interchange, and the Army requires such 9.170 acres of land for the Arlington National Cemetery expansion project; and

WHEREAS, pursuant to the authority above, the GRANTOR and GRANTEE entered into that Contract for Relocation or Alteration of Facilities dated _____, 2020 ("Relocation

Agreement”), by which the GRANTEE agreed to release and convey to the GRANTOR all of its right, title and interest in such 9.170 acres of land, located in Arlington County, Virginia in exchange for the GRANTOR’s provision of substitute facilities, including all right, title and interest in certain replacement lands.

NOW THEREFORE, the GRANTOR, for and in consideration of the applicable promises and consideration set forth in the Relocation Agreement and the conveyance of other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, without representation or warranty, express or implied, all its right, title, and interest in the Tracts 105-1, 105-2, 105-3, 06 and 107, consisting of approximately 9.170 acres situated in the County of Arlington, in the Commonwealth of Virginia, as shown on Exhibit “A” and more particularly described on Exhibit “B”, both of which are attached hereto and made a part hereof;

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the property granted herein to the GRANTEE and its successors and assigns, together with all and singular the tenements, hereditaments, rights and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity.

TOGETHER WITH the right, title and interest which the GRANTOR may have in the banks, beds and waters of any streams bordering the said land to be conveyed, and also all interest in alleys, roads, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress and egress appurtenant thereto.

All or a portion of the aforesaid property may be located within the 100 year flood plain as may be determined by the Federal Emergency Management Agency.

The acquiring federal agency is the United States Department of the Army.

EXHIBITS:

A – Plats

B – Legal Descriptions

Exhibit F
Form of Government's Deed



COMMONWEALTH of VIRGINIA
Office of the
SECRETARY of TRANSPORTATION

SMART SCALE - Round 4 Update

November 2020





Recap of Round 4 Policy Changes



- **Timeline and Schedule**

- 1 month pre-app intake
- Pre app caps - 4+1 and 10+2

- **Project Eligibility**

- Transit maintenance facility must include capacity/service expansion
- Prohibit systemwide projects

- **Project Readiness**

- Adaptive signal control projects must include corridor study or operational analysis
- Major Transit Investments - BRT/Light Rail
 - require planning study that shows alternatives considered
 - inclusion in agency's Transit Strategic/Development Plan

Round 4

Pre-screening



- Pre-Applications submitted in April
- Commonwealth reviewed applications and provided feedback on three areas used in final screening
 - Does project meet VTrans need?
 - Is project eligible for SMART SCALE?
 - Does project meet readiness requirements?
- Allow us to identify issues early in process and provides applicants feedback on potential screening issue early in process

Recap of Round 4

Scoring Method Changes



- **Safety Factor** - 1) For certain project types a targeted CMF will be used, 2) 70/30 split in weighting - more weight to reduction in crash frequency
- **Congestion Factor** - Implement method to better account for peak period congestion throughout entire week (weekdays and weekends)
- **Environmental Factor** - Convert E1 to subtractive measure (subtracting up to 5 points at end of scoring)
- **Economic Development** - 1) FAR for zoned only properties capped at 0.3, 2) Incorporate VEDP Business Ready Sites into site weighting process
- **Land-Use Factor** - Modify current weighting of L1 (Future Density) and L2 (Change in Density) from 70/30 to 50/50

Round 4

Submissions by Project Type



District	Bike/Pedestrian	Bus Transit	Highway	Rail Freight	Rail Transit	TDM	Grand Total
Bristol			34				34
Culpeper	7		30			1	38
Fredericksburg	7		29				36
Hampton Roads	11	4	36			2	53
Lynchburg	2		28				30
Northern Virginia	4	3	23		1		31
Richmond	26	2	49	1			78
Salem	13		47				60
Staunton	12	3	29			1	45
Grand Total	82	12	305	1	1	4	405

Comparison of Rounds Submissions by Project Type



Project Type	RD1	RD2	RD3	RD4	Grand Total
Bike/Pedestrian	27	47	70	82	226
Bus Transit	11	14	15	12	52
Highway	272	364	371	305	1,312
Rail Freight	1		1	1	3
Rail Transit	3	4	2	1	10
TDM	8	8	9	4	29
Grand Total	322	437	468	405	1,632

Comparison of Rounds

Total Cost of Submissions



District	RD1	RD2	RD3	RD4*	All Rounds
Bristol	\$231M	\$1,070B	\$836M	\$212M	\$2,349M
Culpeper	\$343M	\$345M	\$804M	\$374M	\$1,867M
Fredericksburg	\$449M	\$696M	\$461M	\$562M	\$2,169M
Hampton Roads	\$6,368M	\$2,569M	\$4,589M	\$1,221M	\$14,747M
Lynchburg	\$227M	\$240M	\$276M	\$490M	\$1,234M
Northern Virginia	\$5,195M	\$4,908M	\$3,752M	\$2,621M	\$16,477M
Richmond	\$853M	\$1,320M	\$1,460M	\$956M	\$4,590M
Salem	\$796M	\$985M	\$872M	\$629M	\$3,282M
Staunton	\$439M	\$617M	\$576M	\$232M	\$1,863M
Grand Total	\$14,901M	\$12,750M	\$13,628M	\$7,298M	\$48,577M

*Notes - Cost estimate validation is underway - there may be slight differences in totals when comparing tables on each slide

Comparison of Rounds

Total Funding Requested



District	RD1	RD2	RD3	RD4*	Grand Total
Bristol	\$224M	\$1,065M	\$823M	\$212M	\$2,325M
Culpeper	\$333M	\$318M	\$752M	\$349M	\$1,754M
Fredericksburg	\$369M	\$685M	\$419M	\$377M	\$1,852M
Hampton Roads	\$1,860M	\$1,629M	\$881M	\$787M	\$5,160M
Lynchburg	\$197M	\$217M	\$251M	\$451M	\$1,119M
Northern Virginia	\$2,114M	\$3,362M	\$2,450M	\$1,637M	\$9,564M
Richmond	\$767M	\$1,181M	\$1,390M	\$921M	\$4,261M
Salem	\$701M	\$931M	\$798M	\$600M	\$3,032M
Staunton	\$403M	\$566M	\$499M	\$229M	\$1,699M
Grand Total	\$6,972M	\$9,958M	\$8,268M	\$5,568M	\$30,768M

*Notes - Cost estimate validation is underway - there may be slight differences in totals when comparing tables on each slide

Comparison of Rounds

Leveraged Funding



District	RD1	RD2	RD3	RD4*	Grand Total
Bristol	\$6M	\$4M	\$12M	-	\$23M
Culpeper	\$9M	\$25M	\$51M	\$25M	\$112M
Fredericksburg	\$79M	\$10M	\$41M	\$184M	\$316M
Hampton Roads	\$4,507M	\$939M	\$3,706M	\$433M	\$9,586M
Lynchburg	\$29M	\$22M	\$24M	\$38M	\$114M
Northern Virginia	\$3,080M	\$1,545M	\$1,302M	\$983M	\$6,912M
Richmond	\$86M	\$138M	\$69M	\$34M	\$329M
Salem	\$94M	\$53M	\$74M	\$28M	\$249M
Staunton	\$35M	\$50M	\$76M	\$1M	\$163M
Grand Total	\$7,928M	\$2,791M	\$5,359M	\$1,728M	\$17,808M

*Notes - Cost estimate validation is underway - there may be slight differences in totals when comparing tables on each slide

Comparison of Rounds

Average Total Cost Per Project



District	RD1	RD2	RD3	RD4*	Grand Total
Bristol	\$7M	\$22M	\$16M	\$6M	\$14M
Culpeper	\$19M	\$9M	\$18M	\$9M	\$13M
Fredericksburg	\$20M	\$25M	\$13M	\$15M	\$18M
Hampton Roads	\$141M	\$42M	\$79M	\$23M	\$67M
Lynchburg	\$5M	\$8M	\$9M	\$16M	\$9M
Northern Virginia	\$112M	\$79M	\$79M	\$84M	\$88M
Richmond	\$16M	\$16M	\$17M	\$12M	\$15M
Salem	\$20M	\$18M	\$17M	\$10M	\$16M
Staunton	\$15M	\$13M	\$8M	\$5M	\$9M
Grand Total	\$46M	\$29M	\$29M	\$18M	\$29M

*Notes - Cost estimate validation is underway - there may be slight differences in totals when comparing tables on each slide

Project Pipeline

Performance Based Planning



- VDOT's STARS program has used a performance based approach to project planning and development
- Transportation and Mobility Planning Division oversees this program and maintains statistics on the success of STARS recommendations in SMART SCALE
- Success rate for STARS recommendation submitted in the last 3 rounds of SMART SCALE ***has been over 80%***
- In coming months we will continue discussion with board on setting up a project pipeline and making performance based planning standard operating procedure



COMMONWEALTH of VIRGINIA
Office of the
SECRETARY of TRANSPORTATION

Thank you





COMMONWEALTH of VIRGINIA
Office of the
SECRETARY of TRANSPORTATION

Interstate 81 Corridor Improvement Program and Fund Update

Commonwealth Transportation Board Meeting
November 2020



Agenda

2019 Acts of Assembly

COVID-19 Traffic Impacts in I-81 Corridor

Performance Measures Comparison

Project Development Process

Assessment of Strategies

Annual Program Allocations and Financing Plan

Takeaway Scorecard

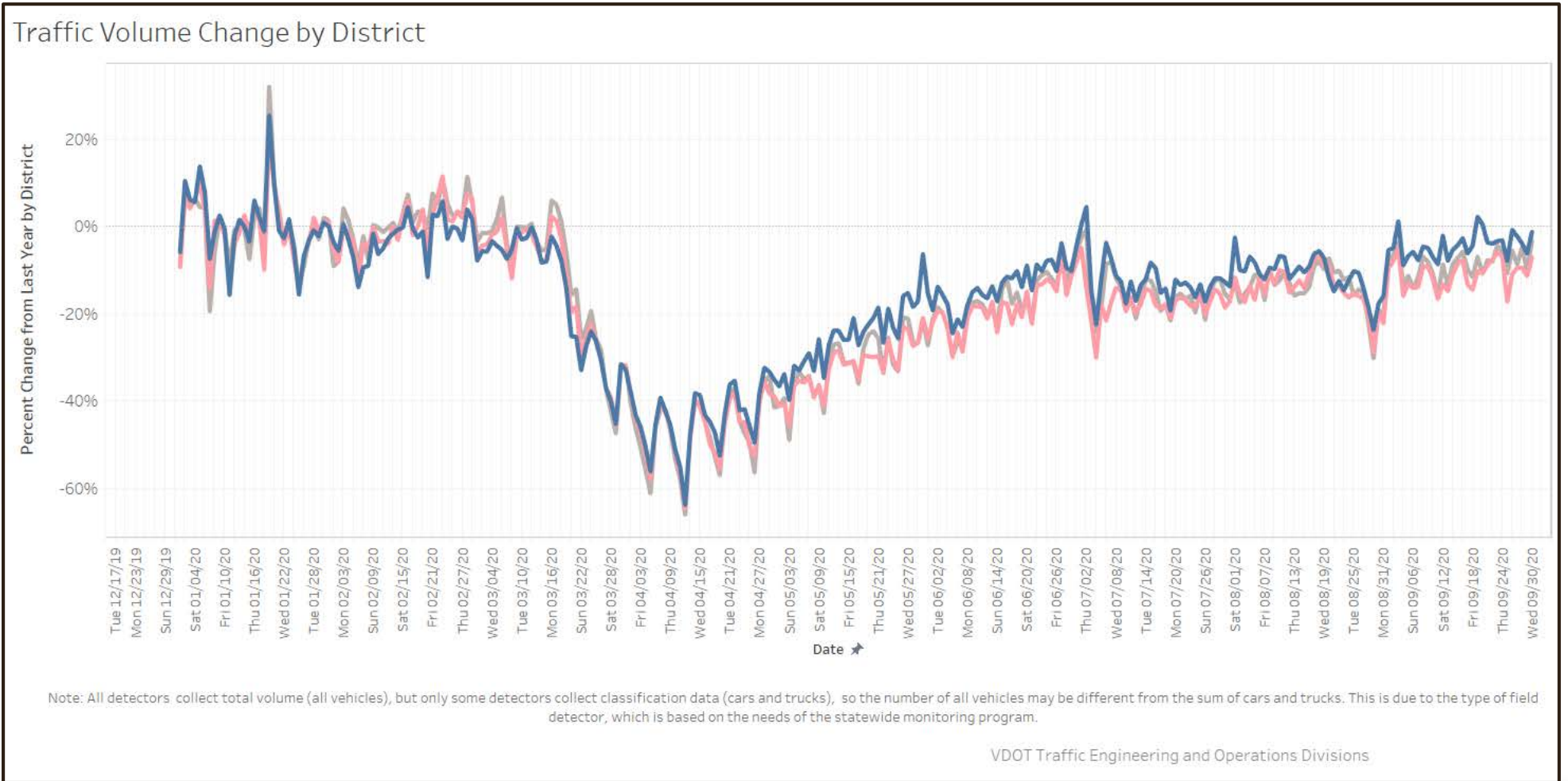
2019 Acts of Assembly

- Chapters 837 and 846 – CTB Report Requirements
- Report by December 15 to General Assembly
 - Performance of the I-81 corridor
 - Effectiveness of operational strategies and capital improvements
 - Status of projects
 - Current and projected I-81 Fund balance
- Annual program allocation
- Financing plan
- Schedule of projects and strategies

COVID-19 Traffic Impacts - All Vehicles

All Vehicle Types

- District
- Bristol
 - Salem
 - Staunton

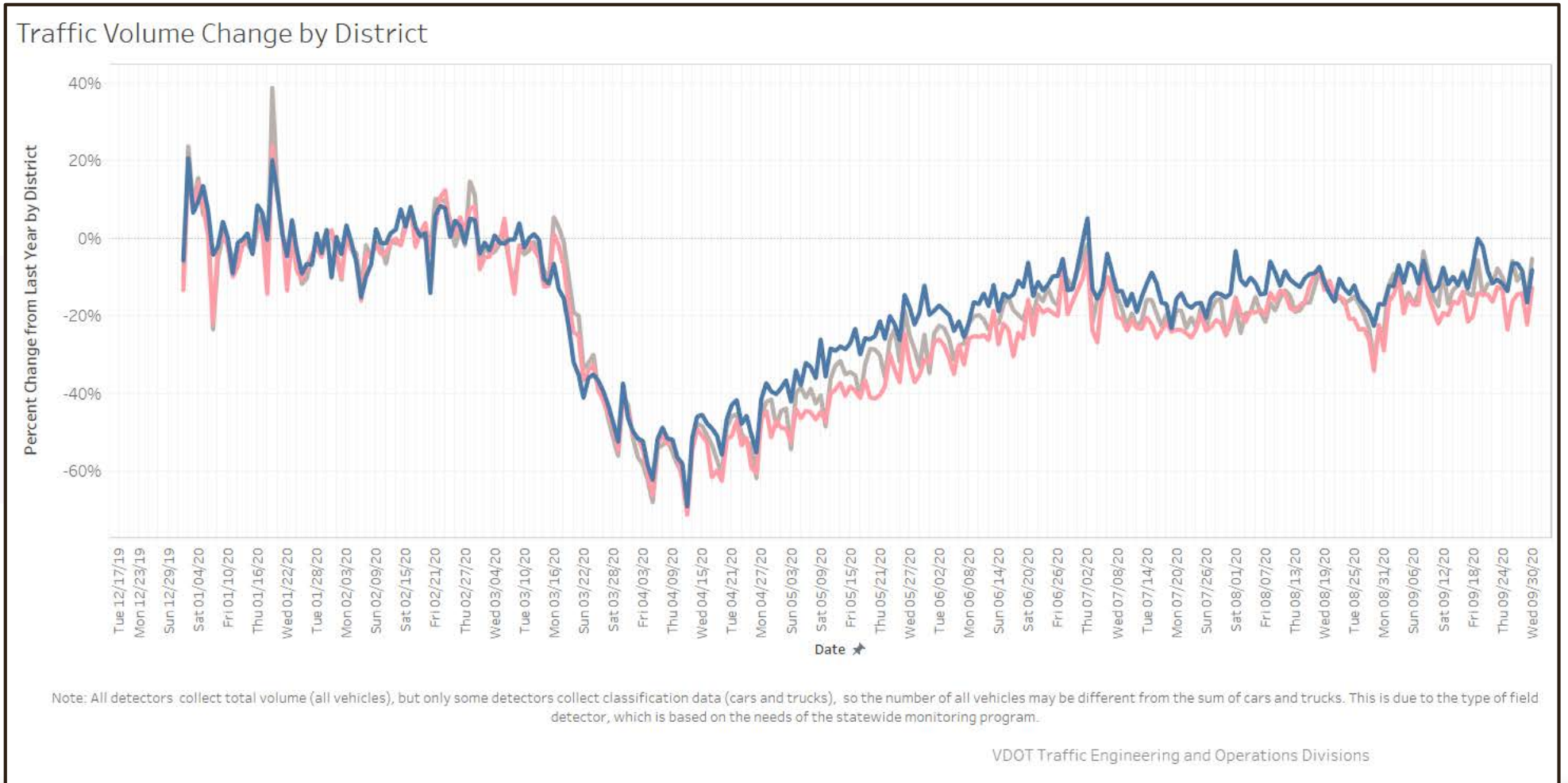


COVID-19 Traffic Impacts - Passenger Vehicles

Passenger Vehicles Only

District

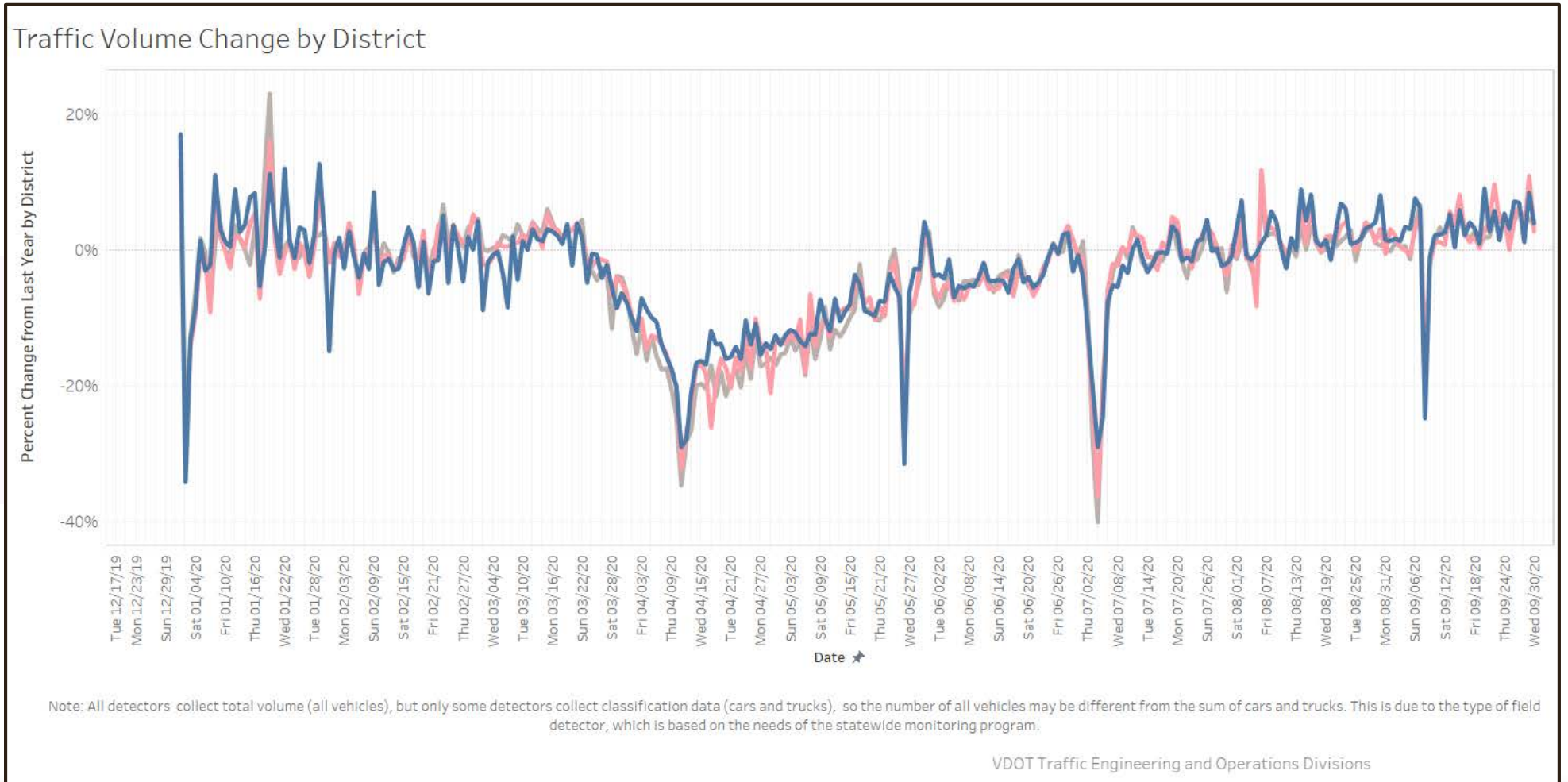
- Bristol
- Salem
- Staunton



COVID-19 Traffic Impacts - Trucks

Trucks Only

- District
- Bristol
 - Salem
 - Staunton



Performance Measures - Baseline

Safety and Performance of I-81

- Crash frequency and severity
- Person-hours of delay
- Number of incidents involving lane closures
- Average duration of incidents involving lane closures

Performance Measures - Baseline Comparison

Comparison of I-81 Corridor Improvement Plan performance measures

Start Year	End Year	Person Hours of Delay (Thousands)			Lane-Impacting Incidents			Hours of Lane Closures		
		Northbound	Southbound	Total	Northbound	Southbound	Total	Northbound	Southbound	Total
2017	2018	2,325	1,919	4,244	1,694	1,622	3,316	2,139	1,794	3,932
2018	2019	2,116	1,471	3,587	1,894	1,691	3,585	2,329	1,812	4,141
Percent Change		-9%	-23%	-15%	12%	4%	8%	9%	1%	5%

Start Year	End Year	EPDO Crashes		
		Northbound	Southbound	Total
2014	2018	51,639	49,109	100,748
2015	2019	49,095	50,012	99,107
Percent Change		-5%	2%	-2%

Operational Improvement Project Status

Operational Improvement Type	Status
Curve Improvements (static and flashing chevrons)	✓
Safety Service Patrol Enhancements	✓
Lift and Tow	✓
Towing and Recovery Incentive Program (TRIP)	March 2021
Traffic Camera Installations	42 cameras on VA 511 8 awaiting VA 511 integration 1 awaiting electric service installation
Changeable Message Signs	Under construction Ahead of schedule Fixed completion date: October 28, 2021



Arterial Improvement Project Status

Corridor-wide Arterial Improvements

- Traffic signal upgrades
 - Planning and design underway in concert with coordination with localities for traffic signal system integration into the VDOT central signal system along entire corridor
- Parallel route upgrades
 - Minor geometric improvement projects to facilitate access to and from I-81 during incidents under design for construction in the near future

Project Development Process - Capital Projects



Capital Improvement Project Status - Bristol District

- 7 projects under design by VDOT staff
- 6 projects under design by on-call consultant
- 2 projects under design by project-specific consultant (procured)
- 1 design-build project under design for December 2020/January 2021 advertisement
- 2 projects - construction complete
- **Of the 18 SYIP projects in Bristol, all are currently under design or have construction completed**



Exit 26 Washington County

Southbound
acceleration and
deceleration lane
extensions



Capital Improvement Project Status - Salem District

- 2 projects under design by VDOT staff
- 0 projects under design by on-call consultant
- 1 project under design by project-specific consultant (procured)
- 2 design-build projects, bundled and advertised (Request for Qualifications), Request for Proposals was advertised in October 2020
- 1 project - construction complete
- **Of the 6 SYIP projects in Salem, all are currently under design or construction**



Exit 89 Pulaski County

Northbound
deceleration lane
extension



Capital Improvement Project Status - Staunton District

- 6 projects under design by VDOT staff
- 1 project under design by on-call consultant
- 2 projects under design by project-specific consultants (procured)
- 0 design-build projects
- 2 projects, bundled are currently under contract negotiation for design services (Weyers Cave northbound and southbound truck climbing lanes)
- 5 projects – construction complete
- **Of the 16 current SYIP projects in the Staunton District, 14 are currently under design or have completed construction**



**Exit 269 -
Shenandoah
County**

**Northbound
deceleration
lane extension**

Exit 283 - Shenandoah County
Southbound acceleration lane extension



Fiscal Year 2020 Performance (in millions)

Interstate 81 Improvement Fund

Source	Estimate (February 2020)	Actual Collections
Regional Fuels Tax	\$55.0	\$69.8
Truck Registration Fee (IRP/License Fee)	30.2	19.3
Road Tax	6.8	3.3
Interest	-	0.7
TOTAL	\$92.0	\$93.1
Project Expenditures through June 30, 2020		\$7.6
Cash Balance on June 30, 2020		\$85.5

Takeaway Scorecard

Activity	Status	Anticipated Completion
Curve improvements (8)	Complete	Fall 2019
Initial accel/decel lane extensions (8)	Complete	Fall 2020
Safety Service Patrol Expansion	Complete	July 2019
Additional Cameras (51)	Nearly Complete	Spring 2021
Additional Changeable Message Signs	Underway	October 2021
Arterial Upgrades	Underway	Varies by project
Remaining capital projects (32)	Underway	Varies by project

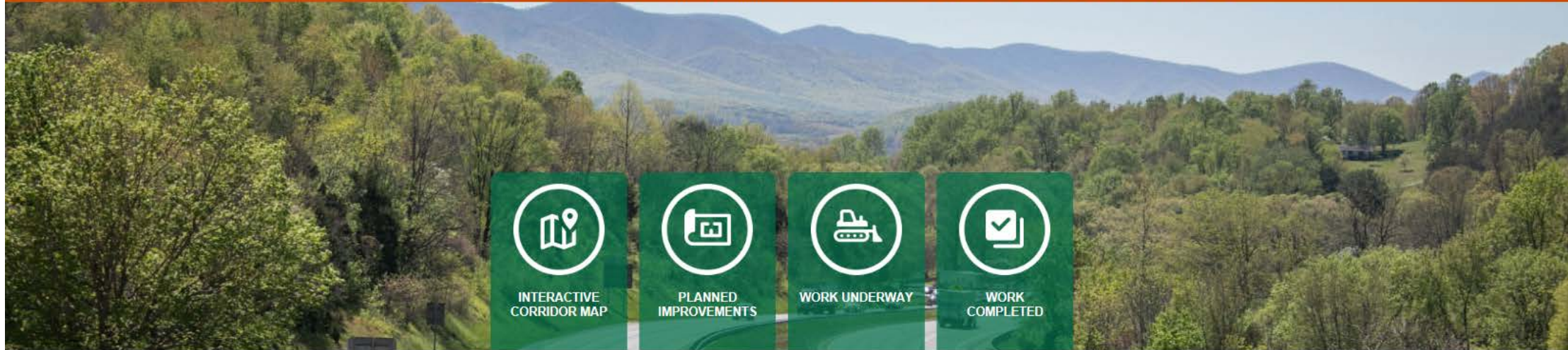
Study Website Improve81.org

IMPROVE 81



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What Is The I-81 Improvement Program?

The I-81 Corridor Improvement Program consists of innovative, targeted improvements that will have a substantial effect on the safety and reliability of a critical portion of our nation's infrastructure.







Preliminary Commonwealth Transportation Fund (CTF) Financial Plan Assumptions

FY 2021 Draft VDOT Budget

FY 2021-2026 SYIP COVID-19 Update Plan

Laura Farmer, Chief Financial Officer

Kimberly Pryor, Director, Infrastructure Investment Division

November 24, 2020

Commonwealth Transportation Fund (CTF) Preliminary Financial Plan Overview

The Financial Plan reflects the impacts of recent transportation legislation:

- Governor's Omnibus Bill (HB1414/SB 890)
- Central Virginia Transportation Authority (HB 1541)
- Hampton Roads Regional Transit Program (HB 1726/SB 1038)
- Interim state revenue update from August

The update reflects the creation of the Commonwealth Transportation Fund and the new streamlined distribution of revenue available for transportation

Commonwealth Transportation Fund

Preliminary Financial Plan - Estimated Revenues (in millions)

	2021	2022
State Transportation Revenues		
Commonwealth Transportation Fund	\$ 3,560.6	\$ 3,869.3
Prior year funding	303.7	191.4
Local & Regional Project Participation/Revenue	1,643.6	1,075.7
Other Revenue	612.5	608.9
Total	5,816.7	5,553.8
Federal Revenues	1,153.3	1,154.5
Total Revenues	6,970.0	6,708.3
Other Financing Sources		
GARVEE Bonds	98.0	-
Capital Improvement Bonds	50.0	-
Route 58	-	218.4
Total	148.0	218.4
Total Operating Revenues and Other Financing Sources	\$ 7,118.0	\$ 6,926.7
Pass Through Revenues		
Regional Transportation Funds	610.8	677.8
WMATA Capital Fund Revenue	116.8	116.8
Grand Total	\$ 7,845.6	\$ 7,721.3

State revenue update from August reflects adjustments to three major sources for FY 2021 and 2022

Includes re-allocation of prior year revenue in FY 2021 and FY 2022 totaling \$495 million from Revenue Sharing.

Commonwealth Transportation Fund

Preliminary Financial Plan - Estimated Allocations (in millions)

	FY 2021	FY 2022
Debt Service	\$ 405.2	\$ 412.2
Other Agencies & Transfers	50.3	50.6
Maintenance & Operations	2,210.3	2,230.7
Administration & Other Programs	529.0	523.3
Toll Programs	80.7	93.6
Special Structures	-	5.0
Rail and Public Transportation	637.4	652.8
Port Trust Fund	43.3	45.3
Airport Trust Fund	24.7	25.9
Commonwealth Space Flight Fund	16.8	15.8
Department of Motor Vehicles	13.9	13.9
Construction ⁽¹⁾	3,018.8	2,777.5
Total Operating Programs	\$ 7,030.5	\$ 6,846.8
Pass Through Programs		
WMATA Capital Fund	161.2	157.8
Central Virginia Transportation Fund	136.9	187.2
Northern Virginia Transportation Authority Fund	299.3	309.0
Hampton Roads Regional Transit Fund	26.1	32.5
Hampton Roads Transportation Fund	181.9	188.0
Subtotal	805.4	874.5
Total	\$ 7,835.9	\$ 7,721.3

Allocations reflect flexibility granted in state budget approved in the 2020 Special Session

(1) Allocations do not reflect 2021-2026 SYIP assumptions for funding for highways that was programmed for rail and public transportation. Distribution to Public Transportation, Rail Assistance, Other Programs and Administration to be determined with final recommended budget and SYIP updates.

Implementation of Omnibus Legislation with COVID-19 Impacts

- **Using the flexibility granted under the state budget**
 - Allocations were sized to meet expectations from the previous financial plan from June 2019 (FY 2020 – 2025).
 - Directed allocations for remaining funding in FYs 2021 – 2023 to phase in commitments anticipated from omnibus legislation
 - Reduced commitment to Special Structures from omnibus legislation in the biennium

	FY 2021	FY 2022
Special Structures	\$ -	\$ 5.0
Virginia Highway Safety Improvement Program	3.0	7.5
PRIIA Match	-	50.0
Operating	-	5.0
WMATA	-	3.0
Ridership Incentive	-	3.6
Rail	-	7.7

Preliminary VDOT FY 2021 Budget

	(in millions)		
	FY 2020	Preliminary FY 2021	Increase (Decrease)
VDOT Programs			
Environmental Monitoring and Evaluation (514)	\$ 23.5	\$ 40.9	\$ 17.4
Ground Transportation Planning and Research (602)	77.7	79.1	1.4
Highway Construction Programs (603)	2,686.8	3,041.5	354.8
Highway System Maintenance (604)	1,728.1	1,741.9	13.8
Commonwealth Toll Facilities (606)	85.5	93.3	7.8
Financial Assistance to Localities (607)			
VDOT Programs	473.8	484.3	10.6
Regional Programs	485.1	644.2	159.1
Non-Toll Supported Transportation Debt Service (612)	402.4	407.9	5.5
Administrative and Support Services (699)	297.6	300.4	2.8
VDOT Capital Outlay (998)	30.0	64.3	34.3
Total VDOT Programs	\$ 6,290.4	\$ 6,897.9	\$ 607.5
Support to Other State Agencies	75.0	50.3	(24.7)
Support to DRPT Programs & Virginia Passenger Rail Authority	65.0	112.6	47.6
TOTAL	\$ 6,430.4	\$ 7,060.8	\$ 630.4
TOTAL OPERATING BUDGET (Net Regional Programs)	\$ 5,945.3	\$ 6,416.6	\$ 471.3

Assumptions for Highway Construction Programs

Revenue Sharing Program updates

Reallocation of previously provided Revenue Sharing funding

Funds made available for CTF Distribution	
Previously allocated Revenue Sharing Funding	\$445.1
Balance Entry/Deallocated Revenue Sharing	49.9
Total	\$495.0

	2021	2022	2023	2024	2025	2026
Updated Revenue Sharing Allocation	\$99.6	\$110.1	\$127.3	\$108.1	\$100.0	\$100.0
	Scheduled allocation for previously allocated Revenue Sharing Projects (\$445.1 million)				Allocation for pending allocation	

Next Steps

- **Draft FY 2021 Budgets for the Commonwealth Transportation Fund and VDOT were provided for review for adopting in December**
- **Official revenue estimate update available in December 2020 for update for FY 2022 – 2027**

FY 2021-2026 SYIP COVID-19 UPDATE PLAN

 Kimberly Pryor, Infrastructure Investment Director

November 24, 2020

Background

- **General Assembly Special Session ended November 9, 2020**
- **Governor Northam signed the Budget November 18, 2020**
 - **Approved budget includes provisions for certain flexibilities related to virtual public meetings, the Six-Year Improvement Program, and mitigating impacts of the revenue reductions resulting from the COVID-19 pandemic**
- **During this unprecedented time, we are striving to be as efficient as possible**
- **Our goal is to keep projects moving on-time and on-budget**

Background

- **Flexibility language provided by Item 430 of Chapter 56 of the 2020 Acts of Assembly (Special Session 1)**
 - **The FY2020-2025 SYIP adopted June 19, 2019, and as amended may remain in effect through June 30, 2021, or until a new SYIP is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic**
 - **Assistance provided for fiscal year 2021 may be maintained up to the levels allocated in the FY2020-2025 SYIP until a new SYIP is adopted**
 - **CTB may use previously allocated funds not currently needed to support project delivery to mitigate impacts from revenue reductions resulting from the COVID-19 pandemic and replace those allocations in the year needed to support current project schedules**

Background

- **Flexibility language provided by Item 430 of Chapter 56 of the 2020 Acts of Assembly (Special Session 1)**
 - **The CTB shall take all actions necessary to ensure appropriate coverage ratios for debt backed by the Transportation Trust Fund and distribute funds to the modal programs and Highway Maintenance and Operating Fund in such a manner as to protect core programs, services, and existing projects**
 - **The Secretary shall report to the Governor and Chairs of the House Appropriations and Senate Finance and Appropriations Committees on the funding actions planned to be taken under this authority, including a listing of the programs and projects impacted as well as any deviation from the proposed plan**

FY2021-2026 SYIP COVID-19 Update Plan

- **Recommendation**

1. Build upon actions approved to date to amend and modify the FY2020-2025 SYIP
2. Execute a targeted approach focused on updating specific funding programs
3. Do NOT engage all processes and procedures of a typical SYIP update

FY2021-2026 SYIP COVID-19 Update Plan

- 1. Build upon actions approved to date to amend and modify the FY2020-2025 SYIP based on funding levels in the FY2020-2025 SYIP**
 - ✓ Updated various federal and state funding programs through amendment and transfer actions approved by the CTB through November 2020
 - ✓ Continued to advance approved projects according existing schedules

FY2021-2026 SYIP COVID-19 Update Plan

2. Execute a targeted approach focused on updating specific funding programs based on funding levels in the FY2020-2025 SYIP

- **Current Solicitation Cycles for SGR Local and VDOT Bridges and Revenue Sharing**
 - Add new FY2021 selected Local and VDOT bridges, leaving FY2026 un-programmed
 - Add new FY2021/2022 selected Revenue Sharing projects using FY2025-2026 allocations
 - CTB Action planned for December 2020
- **Existing Revenue Sharing Projects**
 - Implement an allocation strategy utilizing previously allocated funds not currently needed to support project delivery to mitigate impacts from revenue reductions resulting from the COVID-19 pandemic and replace those allocations in FY2021-2024 as necessary to support current project schedules
 - No funding commitments will be reduced and no projects will be delayed due to the proposed allocation restructuring strategy
 - Biennial solicitation cycle will continue with awards in the last two years of the SYIP

FY2021-2026 SYIP COVID-19 Update Plan

3. Do NOT engage all processes and procedures of a typical SYIP update

- Retain the existing structure of the FY2020-2025 SYIP and reflect adjustments to the new transportation funding formula and distribution factors in the FY2022-2027 SYIP Update
- Defer adjustments to the I-81 program to reflect adjustments to the revised tax structure and debt financing until the FY2022-2027 Update
 - Project schedules will not be impacted by this delay
- Defer traditional Spring and Fall Public Meetings until the FY2022-2027 Update
 - Hold a single virtual public hearing November 24, 2020

Targeted SYIP Update

Summary of Revenue Sharing Allocations Used to Mitigate COVID-19 Revenue Reductions

	Number of Projects	State Match in Previous to be Provided by FY24
Bristol	6	\$8.2
Culpeper	18	\$16.9
Fredericksburg	12	\$27.2
Hampton Roads	55	\$144.9
Lynchburg	14	\$10.3
Northern Virginia	65	\$142.5
Richmond	55	\$51.8
Salem	36	\$18.9
Staunton	29	\$24.3
Deallocations		\$49.9
Grand Total	290	\$495.0

- Funding actions planned to be taken were presented to the CTB and posted online in October 2020
- Adjustments to preliminary strategy will reflect changes based on project activity since March 2020
- No project schedules will be delayed
- No funding commitments will be reduced

Next Steps

Report to the Governor and General Assembly Committees

- Within 5 days of November presentation to the CTB report funding actions taken using the flexibility language in the state budget
- Within 5 days of CTB action in December report changes from previously proposed funding actions

CTB Actions

- **December 2020**
 - Approval of FY2021 recommended SGR Local and VDOT Bridge projects
 - Approval of FY2021/2022 recommended Revenue Sharing projects using FY2025-2026 allocations
 - Adoption of the FY2021-2026 SYIP COVID-19 Update
- **Early 2021**
 - Begin development of a full FY2022-2027 SYIP Update



VIRGINIA FREEDOM OF INFORMATION ADVISORY COUNCIL
COMMONWEALTH OF VIRGINIA

**ELECTRONIC MEETINGS
PUBLIC COMMENT FORM**

WE NEED YOUR HELP--Please give us your feedback regarding how meetings using electronic communications technology compare to traditional meetings where everyone is present in the same room at the same time.

1. Name of the public body holding the meeting: _____

2. Date of the meeting: _____

3. What are your overall thoughts or comments about this meeting? _____

4. Where did you attend this meeting -- main meeting location OR from a remote location? (circle one)

5. Technology used for the meeting (audio only or audio/visual, devices and/or software used--please be as specific as possible--for example, speakerphone, iPad, Skype, WebEx, Telepresence, etc.):

6. Were you able to hear everyone who spoke at the meeting (members of the body and members of the public)?

Poor				Excellent
1	2	3	4	5

COMMENT _____

7. How easy was it for you to obtain agenda materials for this meeting?

Easy				Difficult
1	2	3	4	5

COMMENT _____

8. Could you hear/understand what the speakers said or did static, interruption, or any other technological problems interfere?

Easy				Difficult
1	2	3	4	5

COMMENT _____

9. If the meeting used audio/visual technology, were you able to see all of the people who spoke?

Poorly				Clearly
1	2	3	4	5

COMMENT _____

10. If there were any presentations (PowerPoint, etc.), were you able to hear and see them?

Poorly
1 2 3 4 5
Clearly

COMMENT _____

11. Were the members as attentive and did they participate as much as you would have expected?

Less
1 2 3 4 5
More

COMMENT _____

12. Were there differences you noticed in how the members interacted?

With the other members present:

Very Different
1 2 3 4 5
No Difference

With members participating from other locations:

Very Different
1 2 3 4 5
No Difference

With the public:

Very Different
1 2 3 4 5
No Difference

COMMENT _____

13. Did you feel the technology was a help or a hindrance?

Hindered
1 2 3 4 5
Helped

COMMENT _____

14. How would you rate the overall quality of this meeting?

Poor
1 2 3 4 5
Excellent

COMMENT _____

THANK YOU. Please send your completed form by mail, facsimile or electronic mail to the FOIA Council using the following contact information:

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General Assembly Building, Second Floor
201 North 9th Street, Richmond, Virginia 23219
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