



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

MEETING OF THE 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 January 19, 2021 Commonwealth Transportation Board (CTB) 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 during this meeting. Public comment can be submitted by calling the following telephone number 1-650-667-2503 followed by PIN 418 747 052# 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.

AGENDA

January 19, 2021

9:00 a.m. or upon adjournment of the January 19, 2021 Workshop Meeting

Public Comments:

Approval of Minutes:

December 9, 2020
December 18, 2020

OFFICE OF LAND USE:

Presenting: Robert Hofrichter
Division Director

1. Action on Discontinuance – Primary System of State Highways
Route 501 in Bedford County Located in the Salem District.
2. Action on Abandonment – Primary System of State Highways:
Route FR-794 in the City of Lynchburg.

LOCAL ASSISTANCE DIVISION:

Presenting: Russ Dudley
Division Administrator

3. Action on Revenue Sharing Reallocation Located in the County of Dickenson, Rush Creek Road Located in the Bristol District.
4. Action on Revenue Sharing Deallocation of Project Funds.
5. Action on Recreational Access to Christiansburg Signature Park Project RECR-154-253, Town of Christiansburg Located in the Salem District.
6. Action on Recreational Access to Tazewell Recreational Park Project RECR-158-275, Located in the Bristol District.

INFRASTRUCTURE INVESTMENT DIVISION:

Presenting: Kimberly Pryor
Division Director

7. Action on Addition of Projects to the Six-Year Improvement Program for
Fiscal Years 2021-2026
8. Action on SMART SCALE Project Budget Increase and Cancellation
Richmond-Henrico Turnpike Northern and Southern Segments
(UPC 110911 and 111716) – Richmond District

VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION:

Presenting: Jennifer DeBruhl
Chief of Public Transportation

9. Action on WMATA Reporting Requirements.

Presenting: Melissa Myers
Procurement Officer

10. Action on Approval of Long Bridge Preliminary Engineering Procurement.

LOCATION AND DESIGN DIVISION:

Presenting: Susan Keen
Division Administrator

11. Action on Location Approval for the Route 669 (Nike Park Road) Extension in Isle of Wight County Located in the Hampton Roads District.

NORTHERN VIRGINIA DISTRICT:

Presenting: Nicholas Roper
Assistant District Administrator
for Project Development

12. Action on Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement with the Department of the Army, as represented by Arlington National Cemetery, the Arlington County Board, and the Federal Highway Administration, Eastern Federal Lands Highway Division Relating to the Arlington National Cemetery Southern Expansion Defense Access Roads Project in Arlington County.

SCHEDULING AND CONTRACT:

Presenting: Harold Caples
Assistant State Construction Engineer

13. Bids.

NEW BUSINESS:

ADJOURNMENT:

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Agenda item # 1

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Discontinuance – Primary System of State Highways Route 501 in Bedford County

WHEREAS, Project 0501-005-640, C501 constructed a new bridge over the James River, resulting in a relocation of Route 501 in Amherst and Bedford Counties; and

WHEREAS, a segment of the old alignment of Route 501, located in Bedford County, measuring approximately 0.07 of a mile, is no longer necessary for the uses of the primary state highway system, and therefore no longer provides a public convenience that warrants maintenance at public expense, rendering it eligible for discontinuance; and

WHEREAS, the Bedford County Administrator has submitted a letter, attached hereto as Exhibit A, expressing the County Board of Supervisors' support of the discontinuance described as Route 501, Segment H to H1, and measuring approximately 0.07 mile, as seen in the map attached hereto as Exhibit B; and

WHEREAS, pursuant to § 33.2-901 of the *Code of Virginia*, a section of highway may be discontinued from the primary state highway system by the Commissioner of Highways, with the approval of the Commonwealth Transportation Board, if the highway is deemed to be no longer necessary for the uses of the primary state highway system when a part of the highway has been or is straightened or the location of a part of it is altered; and

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board approves the discontinuance of the roadway segment identified below and as depicted on Exhibit B attached hereto, as part of the primary system of state highways, pursuant to §33.2-901, *Code of Virginia*, as the roadway is no longer necessary for the uses of the primary state highway system and is no longer providing sufficient public convenience to warrant maintenance at public expense.

Primary System of State Highways

Discontinuance

Salem District

Bedford County

- Route 501

0.07 Mi.

Total Mileage Discontinued from the Primary System:

0.07 Mi.

####

CTB Decision Brief

Discontinuance – Primary System of State Highways Portion of Route 501 in Bedford County

Issue: The Virginia Department of Transportation (VDOT), with the support of the Bedford County Board of Supervisors, proposes to discontinue a portion of Route 501 in Bedford County, which is 0.07 of a mile in length. This proposed discontinuance is a result of VDOT Project 0501-005-640, C501. Pursuant to §33.2-901 of the *Code of Virginia*, said discontinuance must be approved by the Commonwealth Transportation Board (Board).

Facts: VDOT Project 0501-005-640, C501, includes constructing a new Route 501 bridge over the James River between Bedford and Amherst Counties on a different alignment. Upon review of the area, VDOT staff determined a portion of Route 501 should be discontinued as a part of the Primary System of State Highways, pursuant to § 33.2-901 of the *Code of Virginia*, as it is no longer necessary for the uses of the primary state highway system, and therefore no longer provides a public convenience that warrants maintenance at public expense due to the construction and realignment of the bridge.

The Bedford County Board of Supervisors, by letter of support on November 3, 2020 (Exhibit A, attached), supports the Board's the discontinuance of the portion of Route 501 (road noted in "Purple" as Segment H-H1 on Exhibit B, attached), which is entirely located in Bedford County.

Recommendation: VDOT recommends the Board approve the discontinuance of the portion of Route 501 referenced above.

Action Required by CTB: The *Code of Virginia* requires a majority of the Board's members to approve the proposed discontinuance. A draft resolution and an exhibit describing the proposed road segment to be discontinued is provided for the Board's consideration.

Result if Approved: If approved, VDOT will suspend all its maintenance activity on the roadway segment.

Options: Approve, Deny or Defer

Public Comments/Reaction: Section 33.2-901 does not include a public notification requirement, but information regarding proposed changes to the highway system inventories was made publicly available during the planning and construction phases of VDOT Project 0501-005-640, C501. There is one property owner who is affected by the proposed discontinuance, and that property now uses an alternative access. The Department has received no objections regarding the proposed changes.

Exhibit A

Board of Supervisors' Letter of Support



COUNTY OF BEDFORD, VIRGINIA
County Administration Building
122 East Main Street, Suite 202
Bedford, Virginia 24523
Tel. (540) 586.7601

ROBERT HISS
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

November 3, 2020

Todd K. Daniel
Bedford Residency Administrator
P. O. Box 446
Bedford, Virginia 24523

Dear Mr. Daniel:

In my capacity as County Administrator and on behalf of the Bedford County Board of Supervisors, the County supports the VDOT Project: 0501-005-640, C501 replacing the Route 501 bridge over James River on new alignment and the related highway system changes in Bedford County associated with this project. These highway changes shown on the attached project sketch "Amherst & Bedford County Changes in the Primary and Secondary Systems due to relocation and construction on Project: 0501-005-640, C-501" include:

Abandonment - §33.2-906, Code of Virginia, amended 1950:

- Old Route 501: (Segment B-G),
- Old Route 501: (Segment H1-I), and
- Old Route 501: (Segment I-J1).

Discontinued - §33.2-901, Code of Virginia, amended 1950:

- Old Route 501: (Segment H-H1).

Addition - §33.2-310, Code of Virginia, amended 1950:

- New Route 501: (Segment B-C),
- New Route 501: (Segment C-D), and
- New Route 501: (Segment D-E1).

Addition - §33.2-705, Code of Virginia, amended 1950; and

- New Route 922: (Segment C-G).

Transfer from Primary to Secondary System - §33.2-313.B, Code of Virginia, amended 1950

- Route 501 to New Route 922: (Segment G-H)

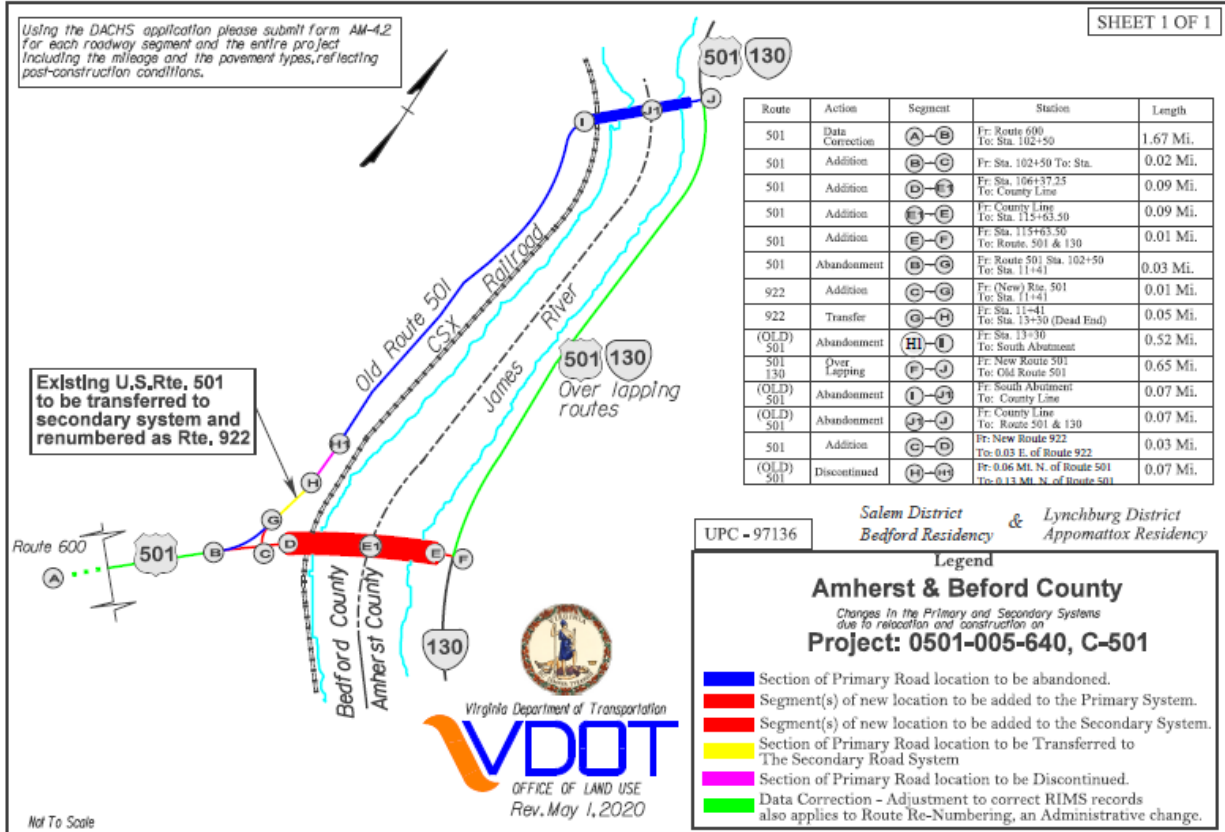
If you have any questions related to this project, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Hiss".

Robert Hiss
County Administrator

Exhibit B
Sketch Including Proposed Road Segment to be Discontinued
Route 501, Segment H-H1, noted in Purple





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Agenda item # 2

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: Seconded By:

Action:

Title: Abandonment – Primary System of State Highways: Route FR-794 in the City of Lynchburg

WHEREAS, upon construction of VDOT Project 6029-118-240 in the City of Lynchburg, the Commonwealth Transportation Board created a new alignment causing a portion of Route FR-794, a road in the Primary System of State Highways, to no longer be needed. The 0.54 mile portion of Route FR-794 proposed to be abandoned is:

- (a) no longer necessary as a public road, and
- (b) no longer provides a public convenience that warrants maintenance at public expense;
and

WHEREAS, the City Council of Lynchburg supports the proposed action to abandon as a public road, a portion of Route FR-794 and has provided a resolution, attached hereto as Exhibit A, requesting the abandonment of the 0.54 mile portion of Route FR-794 depicted on the map attached hereto as Exhibit B; and

WHEREAS, the Virginia Department of Transportation (VDOT) posted notice, attached hereto as Exhibit C, of the intent to abandon such road on behalf of the Commonwealth Transportation Board (Board), and such posting was done in accordance with § 33.2-902; VDOT received no requests for public hearing on the matter; and

WHEREAS, a primary highway may be abandoned by the Board, pursuant to §33.2-902, provided no public necessity exists for the continuance of the section of highway as a public highway.

NOW THEREFORE, BE IT RESOLVED, that the roadway identified below, comprising a road in the Primary System of State Highways, is hereby ordered abandoned pursuant to § 33.2-902 of the Code of Virginia.

Primary System of State Highways

Abandonment

Lynchburg District

City of Lynchburg

- Portion of Route FR-794 0.54 Mi.

Total Mileage Abandoned from the Primary System: 0.54 Mi.

#####

CTB Decision Brief

Abandonment – Primary System of State Highways: Route FR-794 in the City of Lynchburg

Issue: VDOT Project 6029-118-240 created a new interchange and as a result, a portion of Route FR-794 is no longer necessary as a public road and no longer provides a public convenience that warrants maintenance at public expense. The western 0.54 mile portion of Route FR-794 is being proposed for abandonment. The City Council of Lynchburg supports the abandonment and approval by the Commonwealth Transportation Board (Board) is sought pursuant to § 33.2-902 of the *Code of Virginia*.

Facts: A portion of Route FR-794 in the City of Lynchburg, with a distance of 0.54 mile, is no longer necessary as a public road. This matter is being considered as a result of the completion of VDOT Project 6029-118-240. This project created a new interchange and this portion of the frontage road is no longer needed. The City Council of Lynchburg approved a resolution dated December 8, 2020 (Exhibit A, attached), indicating the City Council's support of the abandonment of the 0.54 mile portion of Route FR-794 (identified in "Blue" on Exhibit B, attached).

Upon review of the area, VDOT staff determined that the 0.54 mile portion of Route FR-794 should be abandoned as a part of the Primary System of State Highways, pursuant to § 33.2-902 of the *Code of Virginia*, since no public necessity exists for the continuance of the segment as a public road.

Pursuant to and in accordance with § 33.2-902 of the *Code of Virginia*, VDOT published a "Notice of Intent to Abandon" in *The News and Advance* publication on September 25, 2020 and October 10, 2020 (Exhibit C, attached). No requests for public hearing were submitted during the requisite 30-day timeframe. The advertisement did contain a distance measurement issue in that the length of the proposed abandonment listed 0.71 of a mile. However, the accurate length of 0.54 mile, which is included in the City Council's resolution and within the corresponding sketch, is contained within the 0.71 mile distance advertised.

Recommendations: VDOT recommends the Commonwealth Transportation Board approve the abandonment of the 0.54 portion of Route FR-794 referenced above.

Action Required by CTB: The *Code of Virginia* requires a majority of the Board's members to approve the proposed abandonment within four months of the end of the 30-day period after publication of the notice of intent to abandon. The resolution describing the proposed road to be abandoned is provided for the Board's consideration.

Result if Approved: If approved, the 0.54 mile portion of Route FR-794 will be abandoned and will no longer serve as a public road.

Options: Approve or Deny

Public Comments/Reactions: A public hearing was not requested during the requisite timeframe.

Exhibit A
City Council of the City of Lynchburg Resolution dated December 8, 2020

RESOLUTION:

#R-20-096

RESOLUTION OF THE CITY OF LYNCHBURG, VIRGINIA

WHEREAS, the Lynchburg City Council has, pursuant to §33.2-902 of the *Code of Virginia*, been notified by the Commissioner of the Virginia Department of Transportation with its intent to abandon from the Primary System of State Highways Route FR-794 a total distance of 0.54 mile as shown on the attached sketch; and

NOW, THEREFORE BE IT RESOLVED, the Lynchburg City Council, supports the Virginia Department of Transportation's action to abandon from the Primary System of State Highways Route FR-794 pursuant to §33.2-902 of the *Code of Virginia*, as the Lynchburg City Council agrees that no public necessity exists for the continuance of the section of highway as a public highway; and

BE IT FURTHER RESOLVED THAT: Reid Wodicka, Interim City Manager, is authorized to execute any City State Agreements and documents that may be needed for this action and that a certified copy of this resolution be forwarded to the Residency Engineer of the Virginia Department of Transportation Appomattox Residency.

Adopted: December 8, 2020

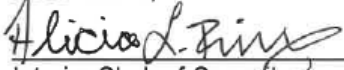

Certified: 
Interim Clerk of Council

Exhibit C
“Notice of Intent to Abandon”

Published in *The News and Advance* on September 25, 2020 and October 10, 2020



Route F-794 (Top Ridge Road)
City of Lynchburg
Willingness to Hold Public Hearing
Notice of Intent to Abandon Public Road Segment

Pursuant to §33.2-902 of the Code of Virginia, the Virginia Department of Transportation (VDOT) will consider abandonment of Route F-794 (Top Ridge Road) in the City of Lynchburg from 0.62 miles west of Route 837 (Top Ridge Road) to 1.33 miles west of Route 837, a length of 0.71 miles.

VDOT is willing to hold a public hearing prior to considering the abandonment of Route F-794 if one or more landowners whose property is impacted by the abandonment makes a request. A public hearing may be requested in writing to Mr. Steven Wright, Land Use Engineer, VDOT Lynchburg District Office, 4219 Campbell Avenue, Lynchburg VA on or prior to **November 13, 2020**.

Additional information about the proposed abandonment is available at VDOT's Lynchburg District Office at the address above. **Please call ahead at 434-947-6559, 1-800-367-7623 or TDD/TTY 711 to ensure availability of staff to assist.**

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need special assistance for persons with disabilities or limited English proficiency, contact the project manager above or TDD/TTY 711.



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Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

Date: January 19, 2021

MOTION

Made By: Seconded By: Action:

**Title: Revenue Sharing Reallocation
County of Dickenson – Rush Creek Road**

WHEREAS, § 33.2-357 of the *Code of Virginia* (1950), as amended (“*Va. Code*”) prescribes that from funds made available by the General Assembly, the Commonwealth Transportation Board (CTB) may make an equivalent matching allocation to any locality for the improvement, construction, reconstruction or maintenance of the highway systems within such locality; and

WHEREAS, the governing body of the County of Dickenson elected to participate in this program in fiscal year 2016 and, with the Virginia Department of Transportation (VDOT), identified specific eligible project work to be financed from the special fund account; and

WHEREAS, the governing body of the County of Dickenson has, by appropriate resolution, requested the Rush Creek Road (UPC 104774) project to be established as a revenue sharing project; and

WHEREAS, the Rush Creek Road (UPC 104774) project meets the criteria for eligibility to receive such funds; and

WHEREAS, funds previously allocated to the County of Dickenson for the Hale Mountain Road (UPC 107248) project and the South of the Mountain Road (UPC 58273) project remain unexpended after completion of those projects, and may be reallocated by the CTB in accordance with the CTB’s Policy and Guidelines; and

WHEREAS, the governing body of the County of Dickenson has, by appropriate resolution, requested that the funds set forth herein be transferred from the Hale Mountain Road (UPC 107248) project and the South of the Mountain Road (UPC 58273) project to the Rush Creek Road (UPC 104774) project for eligible work, as indicated herein; and

WHEREAS, this project work falls within the intent of § 33.2-357 of the *Va. Code*, and complies with the CTB’s Policy and Guidelines for the use of such funds.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby establishes the Rush Creek Road (UPC 104774) project as a revenue sharing project and approves the transfer of these funds as indicated herein.

**Reallocation of Funds Pursuant to
 § 33.2-357 of the *Code of Virginia***

Fiscal Year of Revenue Sharing Allocation	Locality Match	State Match	Original Project Number (UPC)	New Project Number (UPC)	Scope of Eligible Work for New Project
County of Dickenson					
2016	\$19,301	\$19,301	107248	104774	Grade, drain, guardrail & pave.
2016	\$95,714	\$95,714	58273	104774	Grade, drain, guardrail & pave.

####

CTB Decision Brief

Revenue Sharing Reallocation – County of Dickenson Rush Creek Road

Issue: The County of Dickenson has requested that an existing Six-Year Improvement Program project be approved as a revenue sharing project and that revenue sharing funds be reallocated to that project.

Facts: Section 33.2-357 of the *Code of Virginia* authorizes the Commonwealth Transportation Board (CTB) to make matching allocations to any city, town or county for highway projects. The CTB approves each project and scope of work, and the program funds are distributed and administered in accordance with guidelines established by the CTB.

The revenue sharing program guidelines stipulate that surplus funds may be transferred from a completed revenue sharing project to an existing project in the Six-Year Improvement Program if approved by the CTB. In addition, such transfers require that the recipient project needs the funding in order to proceed to advertisement or award within the next twelve months. The current advertisement date for the recipient project is November 2021, thereby meeting the prescribed guidelines requirement. The transfer request must also include a resolution from the locality establishing the project as a revenue sharing project.

The County of Dickenson requests that the Virginia Department of Transportation (VDOT) reallocate funds from two existing revenue sharing projects that were for the Hale Mountain Road (UPC 107248) project and the South of the Mountain Road (UPC 58273) project to a project in the Six-Year Improvement Plan, Rush Creek Road (UPC 104774), which currently is not being funded with revenue sharing funds. The Rush Creek Road (UPC 104774) project is currently underfunded and has funds in the outer years of the SYP but will be able to meet the advertisement date of November 2021 with these funds. The County of Dickenson, by resolution (attached), has established the Rush Creek Road (UPC 104774) project as a revenue sharing project and has requested, by resolution, to have revenue sharing funds transferred from the Hale Mountain Road (UPC 107248) project and the South of the Mountain Road (UPC 58273) project, which have been completed by the county and have a surplus of funding. This transfer will allow the Rush Creek Road (UPC 104774) project advertisement to occur. The transfer will not affect the overall allocation of the revenue sharing program. The VDOT Bristol District Office has obtained concurrence for this transfer from Mr. Jerry L. Stinson, Bristol District CTB representative.

Recommendations: VDOT recommends that the Rush Creek Road (UPC 104774) project in the Six-Year Improvement Plan be established as a revenue sharing project and the proposed reallocation be approved.

Action Required by CTB: A resolution is presented for CTB approval to establish the Rush Creek Road (UPC 104774) project as a revenue sharing project and document CTB approval of the reallocation.

Result, if Approved: Revenue Sharing Program funding will be reallocated in accordance with the Board of Supervisor's request to the CTB. VDOT will be able to advertise the Rush Creek Road (UPC 104774) project on schedule.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: N/A

DICKENSON COUNTY BOARD OF SUPERVISORS

Board of Supervisors

JOSH EVANS, CHAIRMAN
WILLIS DISTRICT

PEGGY KISER, VICE-CHAIRWOMAN
ERVINTON DISTRICT

RON PETERS
SANDLICK DISTRICT

SHELBY WILLIS
KENADY DISTRICT

RHONDA SLUSS
CLINTWOOD DISTRICT



County Administrator
G. DAVID MOORE, JR.

County Attorney
CLARENCE E. "BUD" PHILLIPS

P.O. Box 1098
Clintwood, Virginia 24228
Telephone: 276/926-1676
Fax: 276/926-1649

RESOLUTION

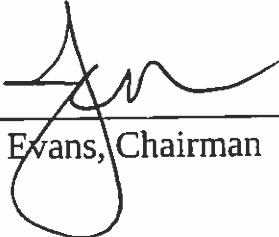
WHEREAS, the Dickenson County Coal and Gas Road Improvement Advisory Committee voted to allocate funding of an additional \$400,000 to UPC 104774 Project number 0649-025-782 (Grade Pave and Guardrail on Rush Creek Road, from 0.07 mi W Int Rte 637 to Int Rte 637) and request that the Virginia Department of Transportation send a billing for the same.

WHEREAS, the Dickenson County Board of Supervisors plans to request to designate UPC 104774 as a Revenue Sharing project and to transfer to it the following surplus Revenue sharing funds, which the Dickenson County Coal and Gas Road Improvement Advisory Committee is in agreement with:

- UPC 107248 – Balance \$ 38,602 (\$19,301 State Match/\$19,301 Local Match)
- UPC 58273 – Balance \$191,428 (95,714 State Match/\$95,714 Local Match)

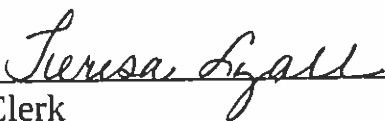
THEREFORE, BE IT RESOLVED, by the Dickenson County Board of Supervisors that this resolution be adopted and submitted to the Virginia Department of Transportation.

ADOPTED this 27TH day of OCTOBER, 2020.



Josh Evans, Chairman

ATTEST:



Clerk



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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Agenda item # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By:

Seconded By:

Action:

Title: Revenue Sharing Deallocation of Project Funds (Statewide)

WHEREAS, § 33.2-357 of the *Code of Virginia* (1950), as amended (“*Va. Code*”), prescribes that from funds made available by the General Assembly, the Commonwealth Transportation Board (“CTB”) may make an equivalent matching allocation to any locality for the improvement, construction, maintenance or reconstruction of the highway systems within such locality; and

WHEREAS, pursuant to § 33.2-357 of the *Va. Code*, “Any revenue-sharing funds for projects not initiated after two subsequent fiscal years of allocation may be reallocated at the discretion of the Board”; and

WHEREAS, § 33.2-357 of the *Va. Code* stipulates that the funds allocated by the CTB under this section “shall be distributed and administered in accordance with the revenue-sharing program guidelines established by the Board”; and

WHEREAS, at its December 5, 2018 meeting, the CTB adopted its revision of the Revenue Sharing Program Policy and Guidelines, and the process for deallocation of revenue sharing program funds for projects not initiated after two subsequent fiscal years of the allocation is described within these guidelines; and

WHEREAS, in accordance with the approved deallocation process, projects that meet the criteria for deallocation or are cancelled at the request of the locality, have been identified and affected localities have received written notification of the Virginia Department of

Resolution of the Board
Revenue Sharing Deallocation of Project Funds (statewide)
January 19, 2021
Page Two of Two

Transportation's intent to remove the Revenue Sharing Program funds from identified projects for the purpose of reallocation by the CTB; and

WHEREAS, "Attachment A," which is made a part of this Resolution, lists all projects and respective Revenue Sharing Program funding to be deallocated and the funding amount indicated to be returned to the statewide Revenue Sharing account for distribution.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby approves the deallocation of funding from projects as set forth in the "Attachment A" listing.

####

CTB Decision Brief

Revenue Sharing Deallocation of Project Funds (Statewide)

Issue: As stipulated in § 33.2-357 of the *Code of Virginia*, any projects having funds allocated under the revenue sharing program shall be initiated within two subsequent years of the allocation or those funds may be reallocated at the discretion of the Commonwealth Transportation Board (CTB). The Revenue Sharing Program Guidelines (Guidelines), as approved by the CTB, establish circumstances when project funds may be deallocated due to cancellation of projects, project inactivity, or surplus allocations on completed projects. Accordingly, the Virginia Department of Transportation (Department) has prepared a list of projects which meet deallocation/reallocation conditions set forth in § 33.2-357 and in the Guidelines and recommends that the funding previously allocated to these projects be deallocated by the CTB and made available in the Revenue Sharing account for reallocation statewide.

Facts: The deallocation process is described within the Revenue Sharing Program Guidelines, revised and adopted by the CTB at its December 5, 2018 meeting. In adherence with the process, the Department conducted a review of all revenue sharing projects that had no expenditures within the last twenty-four months, or had been completed for six months or more with a surplus balance. Projects meeting the deallocation criteria were identified, and a list of those projects was provided to each locality to offer input regarding the status of the project in order for the Department to determine if the funds should be retained or deallocated. Based on this input, the Department has prepared a final list of projects which are intended to have funding deallocated and made available for reallocation statewide, subject to the approval of the CTB. This list of projects have been provided to District and At-large Members of the CTB.

Recommendation: The Department recommends that the allocations/funding shown on “Attachment A” be deallocated from the projects specified in Attachment A and returned to the statewide Revenue Sharing account so that they are available for reallocation.

Action Required by CTB: The *Code of Virginia* and the CTB’s Revenue Sharing Program Guidelines specify that the CTB shall approve the deallocation of identified funds that meet the criteria set forth in the deallocation process. A resolution is provided for a formal vote.

Result, if Approved: Seventy (70) projects, totaling \$9,457,226, identified on the “Attachment A,” listing will have funds deallocated and returned to the statewide Revenue Sharing account rendering them available for reallocation at the discretion of the CTB.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

Revenue Sharing Projects for Deallocation

"Attachment A"

District	Locality	Project Number	UPC	Scope of Work	Project Administered By	Deallocation Reason	State Match Amount to be Deallocated	Allocation Fiscal Year	
Bristol	Abingdon Town	U000-140-274	107752	New Construction Roadway	Locality	complete	\$441,105	2017	
	Buchanan County	0616-013-R15	94475	Reconstruction w/o Added Capacity	VDOT	complete	\$3	2010	
	Bristol City	0011-102-727	105308	Reconstruction w/Added Capacity	Locality	complete	\$234,376	2014	
	Russell County		0673-083-869	104780	Resurfacing	VDOT	complete	\$46,585	2017
			0846-083-862	104789	Resurfacing	VDOT	complete	\$6,299	2016
			9999-083-R52	107241	Restoration and Rehabilitation	VDOT	complete	\$521	2016
		0676-083-R70	110907	Restoration and Rehabilitation	VDOT	complete	\$13,448	2017	
	Smyth County		0911-086-738	50998	Safety/Traffic Opers/TSM	VDOT	complete	\$21,115	2005
			9999-086-R99	108748	Rural Addition	VDOT	complete	\$1,319	2017
	Tazewell County		0609-092-R03	113169	Reconstruction w/o Added Capacity	VDOT	complete	\$52,760	2019
			9999-092-R17	98304	Reconstruction w/o Added Capacity	Locality	complete	\$34,819	2013
	Tazewell Town		0061-158-R64	91446	Reconstruction w/o Added Capacity	Locality	complete	\$580,373	2010
	Wise County		9999-097-R01	108747	Restoration and Rehabilitation	VDOT	complete	\$79,833	2017
	Wythe County		9999-098-R26	113171	Reconstruction w/o Added Capacity	VDOT	complete	\$10,261	2019
Bristol District Summary		14 projects					\$1,522,817		
Culpeper	Albemarle County	9999-002-R45	104655	Safety and Education of Pedestrians /Bicyclists	Locality	complete	\$53	2015	
	Culpeper County		0601-023-R65	113036	Reconstruction w/o Added Capacity	VDOT	complete	\$12,283	2019
			0682-023-R68	113038	Reconstruction w/o Added Capacity	VDOT	complete	\$19,678	2019
	Culpeper Town	U000-204-170	98214	New Construction Roadway	Locality	complete	\$183,132	2013	
	Orange Town	U000-275-R42	112980	Resurfacing	Locality	complete	\$455	2019	

District	Locality	Project Number	UPC	Scope of Work	Project Administered By	Deallocation Reason	State Match Amount to be Deallocated	Allocation Fiscal Year
Culpeper	Orange Town	U000-275-R40	112982	Resurfacing	Locality	complete	\$3,609	2019
		U000-275-R39	112983	Resurfacing	Locality	complete	\$4,670	2020
		U000-275-R36	112986	Resurfacing	Locality	complete	\$5,495	2020
		U000-275-106	71759	Safety	Locality	complete	\$1,009	2013
Culpeper District Summary		9 projects					\$230,384	
Fredericksburg	Spotsylvania County	0001-088-R79	107192	Corridor Study	Locality	complete	\$7,300	2016
		0002-088-R80	107193	Corridor Study	Locality	complete	\$12,892	2016
	Westmoreland County	R000-096-R15	113178	Resurfacing	VDOT	complete	\$41,530	2019
Fredericksburg District Summary		3 projects					\$61,722	
Hampton Roads	York County	0640-099-R59	107306	New Construction Roadway	Locality	cancelled	\$1,002,912	2018
Hampton Roads District Summary		1 project					\$1,002,912	
Lynchburg	Campbell County	9999-015-R09	108776	Resurfacing	VDOT	complete	\$8,376	2017
	Danville City	U000-108-R08	108763	Restoration and Rehabilitation	Locality	complete	\$98,233	2017
		U000-108-R25	113328	Reconstruction w/o Added Capacity	Locality	complete	\$140,731	2019
Lynchburg District Summary		3 projects					\$247,340	
NOVA	Arlington County	0050-000-R17	105785	Facilities for Pedestrians and Bicycles	Locality	complete	\$8,503	2015
		0110-000-103	58598	RTE 110 - SOUTH BIKE TRAIL	Locality	cancelled	\$70,024	2014
	Dumfries Town	U000-212-R59	113255	Restoration and Rehabilitation	Locality	cancelled	\$328,150	2019
	Fairfax City	0236-151-R00	108685	MAIN STREET INTERSECTION IMPROVEMENT	Locality	complete	\$184	2017
	Falls Church City	U000-110-R03	113184	SOUTH MAPLE - ROADBED RECON AND STREETScape IMPROVEMENTS	Locality	cancelled	\$475,000	2020
NOVA District Summary		5 projects					\$881,861	

District	Locality	Project Number	UPC	Scope of Work	Project Administered By	Deallocation Reason	State Match Amount to be Deallocated	Allocation Fiscal Year
Richmond	Amelia County	0603-004-R95	113299	RTE 603 - RURAL RUSTIC	VDOT	complete	\$20,095	2019
		0683-004-R58	104210	RTE 683 - RURAL RUSTIC	VDOT	complete	\$2,445	2014
	Brunswick County	0606-012-264	79165	RTE 606 - SPOT STABILIZATION	VDOT	complete	\$669	2006
	Colonial Heights City	U000-106-S59	107092	STRATFORD DR - RECONSTRUCTION	Locality	complete	\$6,481	2016
	Henrico County	9999-043-R28	105647	WISTAR RD - ADD SIDEWALK CURB & GUTTER ON SOUTH SIDE OF RD	Locality	complete	\$320,512	2015
	Mecklenberg County	0693-058-R37	113320	RTE 693 (PROPST RD) - RESURFACE	VDOT	complete	\$9,962	2019
	Nottoway County	0665-067-R23	105650	RTE 665 - ADD SIDEWALK	Locality	complete	\$4,257	2015
	Petersburg City	U000-123-R02	113070	Appomattox River Trail at Patton Park near VSU	Locality	cancelled	\$910,265	2019
	Richmond City	U000-127-R99	102962	7TH ST - REPLACE BRIDGE	Locality	complete	\$21,148	2015
		0005-127-R00	102963	5TH ST - REPLACE BRIDGE	Locality	complete	\$30,538	2015
		U000-127-R01	105649	IMPROVE SIDEWALK - VARIOUS LOCATIONS	Locality	complete	\$55,367	2015
		U000-127-R04	105678	REHABILITATE ROBERT E LEE BRIDGE	Locality	complete	\$127,341	2017
		U000-127-R06	105680	MULTI-USE TRAIL	Locality	complete	\$396	2015
		U000-127-R14	105684	MAURICE AVENUE DRAINAGE IMPROVEMENTS	Locality	complete	\$47,518	2015
		U000-127-R11	105709	TERMINAL AVE/E BELT BLVD - ADD SIDEWALK	Locality	complete	\$35,518	2015
		U000-127-R97	106569	CANNON CREEK GATEWAY TRAIL - PHASE 3	Locality	complete	\$38,806	2013
		U000-127-R40	107103	IMPROVE SIDEWALKS - CITYWIDE	Locality	complete	\$128,940	2016
		U000-127-R44	107104	INSTALL BIKE LANES - CITYWIDE	Locality	complete	\$12,876	2016
		U000-127-R45	107105	TRAFFIC CONTROLS - CITYWIDE	Locality	complete	\$18,211	2016

District	Locality	Project Number	UPC	Scope of Work	Project Administered By	Deallocation Reason	State Match Amount to be Deallocated	Allocation Fiscal Year
Richmond	Richmond City	U000-127-R47	107106	INSTALL TRAFFIC CALMING - CITYWIDE	Locality	complete	\$71,689	2016
		U000-127-R48	107110	JARVIS RD - IMPROVE DRAINAGE	Locality	complete	\$67,567	2016
		U000-127-976	108653	CITY WIDE SIDEWALK IMPROVEMENTS	Locality	complete	\$120,848	2017
Richmond District Summary		22 projects					\$2,051,449	
Salem	Blacksburg Town	U000-150-R57	107283	Sidewalk Missing Links - Various Locations	Locality	complete	\$1,576	2017
Salem District Summary		1 project					\$1,576	
Staunton	Augusta County	0608-007-R39	105904	Rte. 608 (Tinkling Spring Rd) Reconstruction (BM)	Locality	complete	\$222,140	2016
	Frederick County	1520-034-259	73369	RTE 1520 - CONSTRUCT NEW ROAD (FY05 REVENUE SHARING)	VDOT	complete	\$165	2005
		9999-034-R66	94846	TEVIS ROAD Northern "Y"	Locality	cancelled	\$2,690,538	2018
	Harrisonburg City	RS14-115-R39	104259	CONSTRUCT 10' SHARED USE PATH NORTHEND GREENWAY TRAIL	Locality	complete	\$13,017	2014
	Lexington City	U000-117-R76	112939	TAYLOR STREET RECONSTRUCTION	Locality	complete	\$164,794	2019
	Rockingham County	0710-082-R66	101216	Widen to 4 lane divided highway	Locality	complete	\$64,303	2018
		RS17-082-855	108876	Construct a RTL on Rte. 33 between Rte. 280 and Rte. 687	Locality	complete	\$65,716	2018
		RS17-082-R56	108877	Provide RTL & Extend LTL on Rte. 11 onto Rte. 704	VDOT	complete	\$25,431	2018
	Warren County	0639-093-767	104623	Ashby Station Rd - Rural Rustic	VDOT	complete	\$56,761	2013
		0000-093-R01	108674	Rural Addition - Lake Front Road - Warren County	VDOT	complete	\$73,035	2017
		0000-093-R03	108675	Rural Addition - Tomahawk Way- Warren County	Locality	complete	\$15	2017
		0000-093-R04	108676	Rural Addition - Farm View Road - Warren County	Locality	complete	\$81,250	2017
Staunton District Summary		12 projects					\$3,457,165	
STATEWIDE TOTALS			70 projects			\$9,457,226		



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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Fax: (804) 786-2940

Agenda item # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Recreational Access to Christiansburg Signature Park Project RECR-154-253, Town of Christiansburg

WHEREAS, § 33.2-1510 of the *Code of Virginia* sets forth that the General Assembly of Virginia has found and declared that it is “. . . in the public interest that access roads and bikeways to public recreational areas and historical sites be provided . . .” and sets aside highway funds for such purpose, “. . . [w]hen the Director of the Department of Conservation and Recreation has designated a public recreational area as such . . . and recommends to the [Commonwealth Transportation] Board that an access road or bikeway be provided or maintained to that area”; and

WHEREAS, the Director of the Department of Conservation and Recreation (DCR) and the Commonwealth Transportation Board (CTB) have adopted a joint policy to govern the use of the Recreational Access Fund pursuant to § 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Christiansburg Town Council has, by appropriate resolution, requested Recreational Access funds to provide roadway access to adequately serve recreational facilities located off of Peppers Ferry Road Northwest (Virginia State Route 114) and said roadway access is estimated to cost \$1,709,473; and

WHEREAS, this request has been considered by the Director of DCR and has been found to comply with the provisions of § 33.2-1510 of the *Code of Virginia* and has designated the site a public recreation area.

Resolution of the Board

Recreational Access – Christiansburg Signature Park – Town of Christiansburg

January 19, 2021

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that from the Recreational Access Fund \$350,000 (\$250,000 unmatched and \$100,000 matched) be allocated to construct the access road and \$75,000 (\$60,000 unmatched and \$15,000 matched) be allocated to construct the bikeway to the Christiansburg Signature Park, Project RECR-154-253, contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between the Town of Christiansburg and VDOT to provide for the:
 - a. design, administration, construction and maintenance of this project;
 - b. payment of all ineligible project costs, and of any eligible project costs in excess of the allocation amount for the roadway access project from sources other than those administered by VDOT; and
 - c. provision of the required matching fund, up to \$115,000, by the Town of Christiansburg for appropriately documented eligible project costs.

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CTB Decision Brief

Recreational Access – Town of Christiansburg Christiansburg Signature Park

Issue: Pursuant to § 33.2-1510 of the *Code of Virginia*, the Town Council of Christiansburg has requested funds from the Recreational Access Program to provide adequate roadway access to facilities within Christiansburg Signature Park.

Facts: Section 33.2-1510 of the *Code of Virginia* provides that the Commonwealth Transportation Board (CTB) shall expend from funds set aside for the construction of access roads and bikeways to public recreational areas and historical sites. CTB Policy requires that the locality provide all rights of way, utility adjustments, and environmental assessments and remediation at no cost to the Commonwealth. Further, this section of the *Code of Virginia* grants the CTB the authority to construct access roads and bikeways to public recreational areas and historical sites when the governing body of the locality in which the access road is to be provided passes a resolution requesting the road and when the Director of the Department of Conservation and Recreation (DCR) has designated the public recreational area as such and recommends to the CTB that an access road be provided to that area.

The Town of Christiansburg owns and operates Signature Park and plans to construct new facilities within the 45 acres of recreational area off of Peppers Ferry Road Northwest (Virginia State Route 114). New facilities planned include a dog park, four sports fields, a playground and pavilion, and parking facilities that do not currently have adequate access. The proposed project consists of a 330-foot right turn lane on Route 114, and a 45-foot wide median divided asphalt roadway from Peppers Ferry Road Northwest (Virginia State Route 114), south approximately 0.18 mile to the new parking area. The roadway access project will also include the construction of a shared-use path, which will connect Peppers Ferry Road Northwest (Virginia State Route 114) to the park. The Virginia Department of Transportation's (VDOT's) Salem District staff has estimated the cost of the road access project to be \$1,709,473. The Town of Christiansburg will administer the design and construction of the proposed road access project and the road will become part of the Town's system, maintained by the Town.

VDOT's Local Assistance Division has coordinated with DCR staff to confirm support for the project. The Director of DCR has designated Christiansburg Signature Park as a public recreational area (attached) and recommends utilization of Recreational Access funds to provide adequate access to the park.

Recommendations: VDOT recommends that Recreational Access Program funding in the maximum amount of \$350,000 (\$250,000 unmatched and \$100,000 matched) for the construction of roadway access be approved and \$75,000 (\$60,000 unmatched and \$15,000 matched) for the construction of bikeway access be approved, subject to certain contingencies

Action Required by the CTB: Prior to expending funds set aside for access roads to public recreational areas and historical sites, the *Code of Virginia* specifies that the CTB shall declare by resolution that the access road project be provided. A resolution is provided for formal vote.

CTB Decision Brief
Recreational Access – Christiansburg
January 19, 2021
Page Two

Result, if Approved: The aforementioned allocations will be made and VDOT and the Town of Christiansburg will proceed with the recreational access roadway project.

Options: Approve, Deny, or Defer.

Public Comments/Reaction: None

TOWN OF CHRISTIANSBURG

Established November 10, 1792

Incorporated January 7, 1833



RESOLUTION REQUESTING FUNDING FOR A COMBINED RECREATIONAL ACCESS ROAD AND BIKEWAY

At a regularly scheduled meeting of the Christiansburg Town Council held on April 14, 2020, on a motion by Stipes, seconded by Huppert, the following resolution was adopted by a vote of 5 to 1:

WHEREAS, the Christiansburg Signature Park property is owned and is to be developed by the Town of Christiansburg, as a recreational facility serving the residents of Christiansburg and adjoining localities; and,

WHEREAS, the property on which this facility will be located has no access to a public street or roadway and will require the construction of a new roadway which will connect to Peppers Ferry Road, N.W. (Virginia State Route 114); and,

WHEREAS, the procedure governing the allocation of recreational access funds as set forth in Section 33.2-1510 of the Code of Virginia requires joint action by the Director of the Department of Conservation and Recreation and the Commonwealth Transportation Board; and,

WHEREAS, a statement of policy agreed upon between the said Director and Board approves the use of such funds for the construction of access facilities to publicly-owned recreational or historical areas; and,

WHEREAS, the Council has duly adopted a zoning ordinance pursuant to Article 7 (Section 15.2-2280 et seq), Chapter 22, Title 15.2 of the Code of Virginia; and,

WHEREAS, it appears to this Council that all requirements of the law have been met to permit the Director of the Department of Conservation and Recreation to designate the Christiansburg Signature Park as a public recreational facility and further permit the Commonwealth Transportation Board to provide funds for access to this public recreation/historical area in accordance with Section 33.2-1510 of the Code of Virginia; and,

WHEREAS, the Council agrees, in keeping with the intent of Section 33.2-405 of the Code of Virginia, to use its good offices to reasonably protect the aesthetic or cultural value of this road leading to or within areas of historical, natural or recreational significance; and,

WHEREAS, the Town of Christiansburg acknowledges that the State Environmental Review Process (SERP) must be completed prior to any construction activity on this project as a condition of the use of the Recreational Access Fund; and,

WHEREAS, the Town of Christiansburg hereby guarantees that the necessary environmental analysis, mitigation, and fee simple right of way for this improvement, and utility relocations or adjustments, if necessary, will be provided at no cost to the Virginia Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, that the Christiansburg Town Council hereby requests the Director of the Department of Conservation and Recreation to designate the Christiansburg Signature Park as a public recreational area and to recommend to the Commonwealth Transportation Board that recreational access funds be allocated for an adequate access road to serve said park area.

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board is hereby requested to allocate the necessary recreational access funds to provide a suitable access road and bikeway as hereinbefore described.

BE IT FURTHER RESOLVED, that the Town Manager and/or his designee(s) be authorized to act on behalf of the Town Council to execute any and all documents necessary to secure the funding sought through the Recreational Access Program up to, but not exceeding, \$425,000 state funds.

BE IT FURTHER RESOLVED, that the Christiansburg Town Council hereby agrees that the new roadway including the bikeway so constructed will be added to and become a part of the road system of the Town of Christiansburg.

Upon a call for an aye or nay vote on the foregoing resolution at a regular meeting of the Council of the Town of Christiansburg, Virginia held April 14, 2020, members of Council stood opposite their names as indicated:

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel M. Bishop	X			
Johana Hicks		X		
Steve Huppert	X			
Merissa Sachs	X			
Henry D. Showalter	X			
Bradford J. Stipes	X			
D. Michael Barber, Mayor*				

* Votes only in the event of a tie.


Michele M. Stipes, Clerk of Council


D. Michael Barber, Mayor

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



Rochelle Altholz
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Nathan Burrell
Deputy Director of
Government and Community Relations

Thomas L. Smith
Deputy Director of
Operations

COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

October 19, 2020

Mr. Stephen C. Brich, P. E.
Commonwealth Transportation Commissioner
1401 East Broad Street
Richmond, Virginia 23219

Dear Commissioner Brich:

In accordance with §33.2-1510 of the *Code of Virginia*, I recommend designating the Christiansburg Signature Park at 300 Peppers Ferry Road in the Town of Christiansburg as a public recreation area. The park land is approximately 45 acres and owned by the Town. Plans for significant improvements including sports fields, a playground, pavilion and parking are currently underway.

I hereby recommend to the Virginia Department of Transportation that Recreational Access Road funds be provided to this area as allowable under §33.2-1510 of the *Code of Virginia*.

Your Local Assistance Division can provide further details regarding the project.

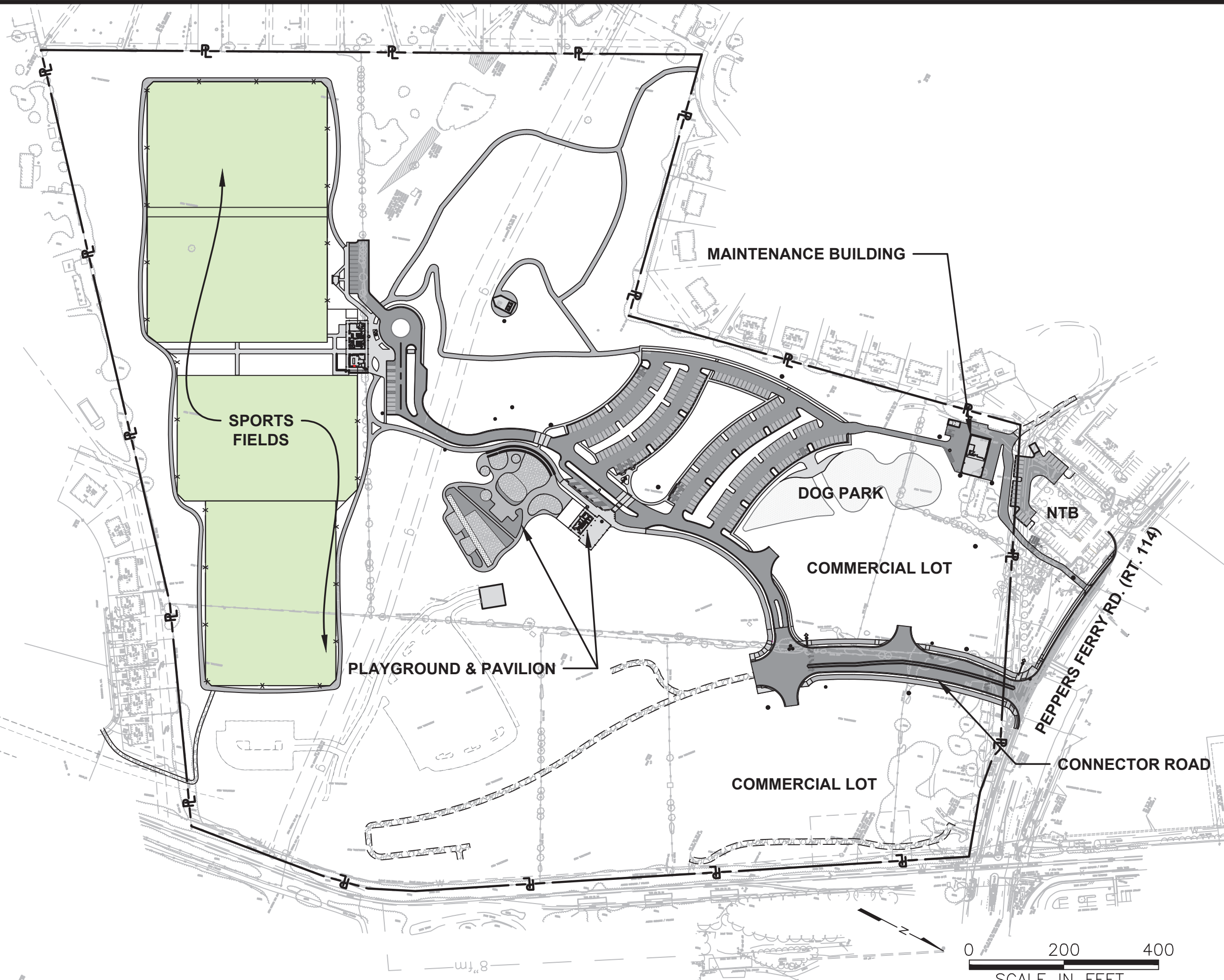
Sincerely,

A handwritten signature in blue ink that reads "Clyde E. Cristman".

Clyde Cristman
Director

CC: Johnathan Liss, Virginia Department of Transportation, Local Assistance Division
Jesse Miller, Virginia Department of Transportation, Assistant Resident Engineer
Kelly McClary, Director of Planning & Recreation Resources Division, DCR
Wayne Nelson, Town of Christiansburg, Director of Engineering
Samantha Holtzscheiter, Town of Christiansburg, Civil Engineer

Apr. 07, 2020 - 12:15pm \\DATA01\Projects\2018\20181638\Engineering\CAD\20181638_SHEET_CONNECTOR_ENTRANCE_SKETCH.dwg



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CHRISTIANSBURG PARK
300 PEPPERS FERRY RD
CHRISTIANSBURG, VA

PROJECT NO.	20181638
LAT.	37.158623
LONG.	-80.429428
DATE:	07 APR 2020
DRAWN BY:	BEC
CHECKED BY:	MTC

CONNECTOR ROAD AND PARK

SHEET NO.
1 of 1



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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Agenda item # 6

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: _____ Seconded By: _____

Action: _____

**Title: Recreational Access to Tazewell Recreational Park
Project RECR-158-275, Town of Tazewell**

WHEREAS, § 33.2-1510 of the *Code of Virginia* sets forth that the General Assembly of Virginia has found and declared that it is "... in the public interest that access roads and bikeways to public recreational areas and historical sites be provided..." and sets aside highway funds for such purpose, "... [w]hen the Director of the Department of Conservation and Recreation has designated a public recreational area as such ... and recommends to the [Commonwealth Transportation] Board that an access road or bikeway be provided or maintained to that area"; and

WHEREAS, the Director of the Department of Conservation and Recreation (DCR) and the Commonwealth Transportation Board (CTB) have adopted a joint policy to govern the use of the Recreational Access Fund pursuant to § 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Tazewell Town Council has, by appropriate resolution, requested Recreational Access funds to provide roadway access to adequately serve recreational facilities located off of Main Street (Business U.S. Highway 19/460) and said roadway access estimate has increased from \$350,000 to \$477,557; and

WHEREAS, the CTB, on February 20, 2019, by appropriate resolution allocated Recreational Access funds in the amount of \$300,000 (\$250,000 unmatched and \$50,000 matched) to Project RECR-158-275; and

WHEREAS, the CTB’s Recreational Access Fund Policy limits the use of funds for access roads to facilities maintained by localities to \$350,000 (\$250,000 unmatched and \$100,000 matched) per project; and

WHEREAS, the Department of Transportation recommends an additional Recreational Access fund award of \$50,000 matched for this project; and

WHEREAS, this request has been considered by the Director of DCR and has been found to comply with the provisions of § 33.2-1510 of the *Code of Virginia* and has designated the site a public recreation area; and

WHEREAS, the Director of DCR recommends the construction of the aforementioned access facility.

NOW, THEREFORE, BE IT RESOLVED, that from the Recreational Access Fund \$50,000 in matched funds be allocated for roadway construction to provide adequate access to existing facilities within Tazewell Recreational Park off of Main Street in the Town of Tazewell, Project RECR-158-275, contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between the Town of Tazewell and VDOT to provide for the:
 - a. design, administration, construction and maintenance of this project;
 - b. provision of up to \$100,000 in matching funds, as necessary, by the Town of Tazewell for construction of the access road; and
 - c. payment of all ineligible project costs, and of any eligible project costs in excess of the allocation amount for the roadway access project from sources other than those administered by VDOT.

#####

CTB Decision Brief

Recreational Access – Town of Tazewell Tazewell Recreation Park

Issue: Pursuant to § 33.2-1510 of the *Code of Virginia*, the Town Council of Tazewell has requested funds from the Recreational Access Program to provide adequate roadway access to existing facilities within the Town of Tazewell's Tazewell Recreation Park.

Facts: Section 33.2-1510 of the *Code of Virginia* provides that the Commonwealth Transportation Board (CTB) shall expend from funds set aside for the construction of access roads and bikeways to public recreational areas and historical sites. CTB Policy requires that the locality provide all rights of way, utility adjustments, and environmental assessments and remediation at no cost to the Commonwealth. Further, this section of the *Code of Virginia* grants the CTB the authority to construct access roads and bikeways to public recreational areas and historical sites when the governing body of the locality in which the access road is to be provided passes a resolution requesting the road and when the Director of the Department of Conservation and Recreation (DCR) has designated the public recreational area as such and recommends to the CTB that an access road be provided to that area.

The Town of Tazewell owns and operates Tazewell Recreation Park and plans to renovate the existing facilities within the 4 acres of recreational area off of Main Street (Business 19/460). Existing facilities include two Little League baseball/softball fields. The Town plans to reorient and reconstruct these fields, improve drainage, provide additional parking, and renovate existing ancillary facilities. The proposed access road project involves construction of an 18-foot wide asphalt roadway from Main Street (Business US Highway 19/460) and continuing north/east, approximately 0.09 mile, to the existing parking lot. The Virginia Department of Transportation's (VDOT's) Bristol District staff has estimated that the cost of the road access project is \$477,557. The locality will administer the design and construction of the proposed road project.

At its February 20, 2019, meeting, the Commonwealth Transportation Board allocated \$300,000 (\$250,000 unmatched and \$50,000 matched) to this project from the Recreational Access Fund as documented in the attachment (resolution attached). Since the CTB's initial allocation, this project's estimate has increased from its original estimate of \$350,000 to \$477,557. The Recreational Access policy allows for a maximum allocation of \$350,000 (\$250,000 unmatched and \$100,000 matched) for access roads to facilities maintained by localities.

The Director of DCR has determined the Tazewell Recreation Park to be a public recreational facility and has recommended utilization of Recreational Access Program funds to provide adequate access to existing facilities within the recreational area.

Recommendations: The roadway access project recommended by staff as adequate to serve existing facilities within Tazewell Recreation Park and VDOT recommends that additional Recreational Access Program funding in the maximum amount of \$50,000 matched for the construction of roadway access be approved, subject to certain contingencies.

Action Required by the CTB: Prior to expending funds set aside for access roads to public recreational areas and historical sites, the *Code of Virginia* specifies that the CTB shall declare by resolution that the access road project be provided. A resolution is provided for formal vote.

Result, if Approved: VDOT will allocate the funding and the Town of Tazewell will proceed with the recreational access roadway project.

CTB Decision Brief
Recreational Access – Town of Tazewell
January 19, 2021
Page Two

Options: Approve, Deny, or Defer.

Public Comments/Reaction: None



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

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Agenda item # 6

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

February 20, 2019

MOTION

Made By: Mr. Johnsen, Seconded By: Mr. Dodson
Action: Motion Carried, Unanimously

Title: Recreational Access to Tazewell Little League Recreational Park
Project RECR-158-275, Town of Tazewell

WHEREAS, § 33.2-1510 of the *Code of Virginia* sets forth that the General Assembly of Virginia has found and declared that it is "... in the public interest that access roads and bikeways to public recreational areas and historical sites be provided..." and sets aside highway funds for such purpose, "... [w]hen the Director of the Department of Conservation and Recreation has designated a public recreational area as such ... and recommends to the [Commonwealth Transportation] Board that an access road or bikeway be provided or maintained to that area"; and

WHEREAS, the Director of the Department of Conservation and Recreation (DCR) and the Commonwealth Transportation Board (CTB) have adopted a joint policy to govern the use of the Recreational Access Fund pursuant to § 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Tazewell Town Council has, by appropriate resolution, requested Recreational Access funds to provide roadway access to adequately serve recreational facilities located off of Main Street (Business U.S. Highway 19/460) and said roadway access is estimated to cost \$350,000; and

WHEREAS, this request has been considered by the Director of DCR and has been found to comply with the provisions of § 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Director of DCR recommends the construction of the aforementioned access facility; and

Resolution of the Board

Recreational Access – Tazewell Little League Recreation Park – Town of Tazewell

February 20, 2019

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that from the Recreational Access Fund \$300,000 (\$250,000 unmatched and \$50,000 matched) be allocated for roadway construction to provide adequate access to existing facilities within Tazewell Little League Recreation Park off of Main Street in the Town of Tazewell, Project RECR-158-275, contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between the Town of Tazewell (LOCALITY) and the Virginia Department of Transportation (VDOT) to provide for the:
 - a. design, administration, construction and maintenance of this project; and
 - b. provision of up to \$50,000 in matching funds, as necessary, by the LOCALITY for construction of the access road; and
 - c. payment of all ineligible project costs, and of any eligible project costs in excess of the allocation amount for the roadway access project from sources other than those administered by VDOT.

####

CTB Decision Brief

Recreational Access – Town of Tazewell Tazewell Little League Recreation Park

Issue: Pursuant to § 33.2-1510 of the *Code of Virginia*, the Town of Tazewell’s City Council has requested funds from the Recreational Access Program to provide adequate roadway access to existing facilities within the Town of Tazewell’s Tazewell Little League Recreation Park.

Facts: § 33.2-1510 of the *Code of Virginia* provides that the Commonwealth Transportation Board (CTB) shall expend from funds set aside for the construction of access roads and bikeways to public recreational areas and historical sites under this section of the *Code of Virginia*. Further, this section of the *Code of Virginia* grants the CTB the authority to construct access roads and bikeways to public recreational areas and historical sites when the governing body of the locality in which the access road is to be provided passes a resolution requesting the road and when the Director of the Department of Conservation and Recreation (DCR) has designated the public recreational area as such and recommends to the CTB that an access road be provided to that area.

The Town of Tazewell owns and operates Tazewell Little League Recreation Park and plans to renovate the existing facilities within the 4 acres of recreational area off of Main Street (Business 19-460). Existing facilities include two Little League baseball/softball fields. The Town plans to reorient and reconstruct these fields, improve drainage, provide additional parking and renovate existing ancillary facilities. The locality will administer the design and construction of the proposed road project.

Local Assistance Division has coordinated with DCR staff to confirm support for the project. The Director of DCR has determined the Tazewell Little League Recreation Park to be a public recreational facility and has recommended utilization of Recreational Access Program funds to provide adequate access to existing facilities within the recreational area.

Recommendations: The roadway access project recommended by staff as adequate to serve existing facilities within Tazewell Little League Recreation Park involves construction of an 18-foot wide asphalt roadway from Main Street (Business US Highway 19/460) and continuing north/east, approximately 0.09 mile, to the existing parking lot. Bristol District staff has estimated the cost of the road access project to be \$350,000. VDOT recommends that Recreational Access Program funding in the maximum amount of \$300,000 (\$250,000 unmatched and \$50,000 matched) for the construction of roadway access be approved, subject to certain contingencies.

Action Required by the CTB: Prior to expending funds set aside for access roads to public recreational areas and historical sites, the *Code of Virginia* specifies that the CTB shall declare by resolution that the access road project be provided. A resolution is provided for formal vote.

Result, if Approved: VDOT and the Town of Tazewell will proceed with the recreational access roadway project.

Options: Approve, Deny, or Defer.

Public Comments/Reaction: None

Local Government Resolution
Request for Funding
Recreational Access Road

At a regularly scheduled meeting of the Tazewell Town Council held on January 8, 2019 on a motion by Councilmember Brown, seconded by Councilmember Fox, the following resolution was adopted by a vote of 6 ayes, 0 nays, 0 absent:

WHEREAS, the Tazewell Little League Park is owned and is to be developed by the Town of Tazewell as a recreational facility serving the residents of Tazewell, Virginia and adjoining localities; and

WHEREAS, the property on which this facility is located has no access to a public street or roadway and will require the construction of a new roadway which will connect to Main Street [Route US 19/460 Business]; and

WHEREAS, the procedure governing the allocation of recreational access funds as set forth in section 33.2-1510 of the *Code of Virginia* requires action by the Director of the Department of Conservation and Recreation and the Commonwealth Transportation Board; and

WHEREAS, a statement of policy agreed upon between the said Director and Board approves the use of such funds for the construction of access roads to publicly-owned recreational or historical areas; and

WHEREAS, it appears to the Town Council that all requirements of the law have been met to permit the Director of the Department of Conservation and Recreation to designate the Tazewell Little League Park as a public recreational facility and further permit the Commonwealth Transportation Board to provide funds for appropriate access to this public recreational area in accordance with section 33.2-1510 of the *Code of Virginia*; and

WHEREAS, the Council agrees, in keeping with the intent of section 33.2-406 of the *Code of Virginia*, to use its good offices to reasonably protect the aesthetic or cultural value of this access leading to or within areas of historical, natural or recreational significance; and

WHEREAS, the Town of Tazewell acknowledges that no land disturbance activities may occur within the limits of the proposed access project without the consent of the Department of Transportation as a condition of the use of the Recreational Access Fund.

WHEREAS, the Town of Tazewell hereby guarantees that the necessary environmental analysis, mitigation, and fee simple right of way for this improvement, and utility relocations or adjustments, if necessary, will be provided at no cost to the Virginia Department of Transportation; and

WHEREAS, the Town of Tazewell hereby acknowledges that the Virginia Department of Transportation's Recreational Access Program may provide up to a maximum of \$250,000 for a project and, if necessary, requires matching funding, up to \$100,000, from the Town of Tazewell, for estimated eligible project costs over \$250,000, up to \$450,000; and

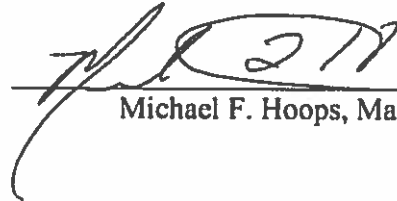
WHEREAS, the Town of Tazewell hereby guarantees that financing of all ineligible project costs, project costs exceeding the project allocation under the Recreational Access Program, any Program-required locality matching funds, if applicable, and all costs exceeding this Program allocation will be provided by the Town of Tazewell.

NOW, THEREFORE BE IT RESOLVED, that the Tazewell Town Council hereby requests the Director of the Department of Conservation and Recreation to designate the Tazewell Little League Park as a public recreation area and to recommend to the Commonwealth Transportation Board that recreational access funds be allocated for an adequate access road to serve said park area; and

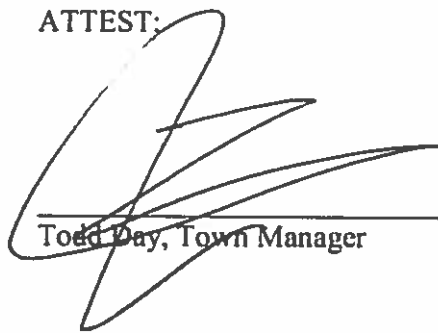
BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board is hereby requested to allocate the necessary recreational access funds to provide a suitable access road as hereinbefore described.

BE IT FURTHER RESOLVED, that the Town Manager and/or his designee(s) be authorized to act on behalf of the Town Council to execute any and all documents necessary to secure the maximum amount of funding eligible under the Recreational Access Program.

BE IT FURTHER RESOLVED THAT: The Town Council of Tazewell hereby agrees that the new roadway so constructed will be added to and become a part of the urban street inventory of the Town of Tazewell.



Michael F. Hoops, Mayor

ATTEST:


Todd Day, Town Manager



PROPOSED RECREATIONAL ACCESS PROJECT
Tazewell Little League Recreation Park
Project RECR-158-275
Town of Tazewell

Recreational Facility

Existing 4-acre recreation area includes two softball/baseball fields, activity support buildings, and parking area. Existing fields to be reconstructed and repositioned, buildings renovated and parking expanded.

Estimated traffic: 475 vpd

Access Facility

Length: 0.09 mile

Roadway width: 18 Feet

R/W width: 40 Feet

Estimated Cost: \$350,000

Proposed Allocation: \$300,000

(\$250,000 unmatched, \$50,000 matched)



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

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Agenda item # 7

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: _____ Seconded By: _____

Action: _____

Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2021-2026

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs and that the Program shall be based on the most recent official revenue forecasts and a debt management policy; and

WHEREAS, Item 430 O.1 of Chapter 56 of the 2020 Acts of Assembly (Special Session 1) provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic; and

WHEREAS, after due consideration the Board adopted a Final Fiscal Years 2021-2026 Program on December 9, 2020; and

WHEREAS, the Board is required by §§ 33.2-214(B) and 33.2-221(C) of the *Code of Virginia* to administer and allocate funds in the Commonwealth Transportation Fund and the Transportation Trust Fund, respectively; and

WHEREAS, § 33.2-214(B) of the *Code of Virginia* provides that the Board is to coordinate the planning for financing of transportation needs, including needs for highways, railways, seaports, airports, and public transportation and is to allocate funds for these needs

pursuant to §§ 33.2-358 and Chapter 15 of Title 33.2 (33.2-1500 et seq.) of the *Code of Virginia*, by adopting a Program; and

WHEREAS, §§ 33.2-1526 and 33.2-1526.1 authorize allocations to local governing bodies, transportation district commissions, or public service corporations for, among other things, capital project costs for public transportation and ridesharing equipment, facilities, and associated costs; and

WHEREAS, the projects shown in Appendix A were not included in the FY 2021-2026 Program adopted by the Board on December 9, 2020; and

WHEREAS, the Board recognizes that the projects are appropriate for the efficient movement of people and freight and, therefore, for the common good of the Commonwealth.

NOW THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the projects shown in Appendix A are added to the Six-Year Improvement Program of projects and programs for Fiscal Years 2021 through 2026 and are approved.

####

CTB Decision Brief

Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2021 - 2026

Issue: Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) and allocations in accordance with the statutory formula.

Facts: The CTB must adopt a Program of anticipated projects and programs by July 1st of each year in accordance with § 33.2-214(B) of the *Code of Virginia*. Item 430 O.1 of Chapter 56 of the 2020 Acts of Assembly (Special Session 1) provides that notwithstanding § 33.2-214, the Six-Year Improvement Program adopted June 19, 2019, and as amended shall remain in effect through June 30, 2021, or until a new Six-Year Improvement Program is adopted that is based on the official Commonwealth Transportation Fund revenue forecast reflecting the impacts of COVID-19 Pandemic. On December 9, 2020, after due consideration, the CTB adopted a Final FY 2021-2026 Program. The projects shown in Appendix A were not in the Final FY 2021-2026 Program adopted by the CTB.

Recommendations: The Virginia Department of Transportation (VDOT) recommends the addition of the projects in Appendix A to the Program for FY 2021–2026.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to add the projects listed in Appendix A to the Program for FY 2021–2026 to meet the CTB’s statutory requirements.

Result, if Approved: If the resolution is approved, the projects listed in Appendix A will be added to the Program for FY 2021-2026.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Appendix A
Amendments to the FY2021-2026 SYIP**

UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
115541	Hampton Roads	Northampton County		#SGR21VP - Cold In-Place Recycling, 2021 Accomac Residency	\$962,000	\$962,000	\$0	VDOT SGR Paving	Yes
-24821	Statewide	Statewide	64/664	#I64CIP Project Refinement	\$750,000	\$750,000	\$0	Interstate Corridor Funds	Yes
-24822	Statewide	Statewide	64/664	#I64CIP CCTV Cameras	\$915,000	\$915,000	\$0	Interstate Corridor Funds	Yes
-24823	Statewide	Statewide	64/664	#I64CIP Changeable Message Signs	\$1,000,000	\$1,000,000	\$0	Interstate Corridor Funds	Yes
-24824	Statewide	Statewide	64/664	#I64CIP Safety Service Patrol	\$875,000	\$875,000	\$0	Interstate Corridor Funds	Yes
-24825	Statewide	Statewide	64/664	#I64CIP Public Safety Answering Point Integrations	\$800,000	\$800,000	\$0	Interstate Corridor Funds	Yes
-24826	Statewide	Statewide	64/664	#I64CIP Parallel Arterial Signal Upgrades	\$4,400,000	\$4,400,000	\$0	Interstate Corridor Funds	
-24833	Richmond	City of Richmond	64/95	#I64CIP Ramp Improvements at Boulevard and Route 64/95 Ramp	\$5,223,000	\$5,223,000	\$0	Interstate Corridor Funds	Yes
					\$14,925,000	\$14,925,000	\$0		



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Agenda item # 8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By:

Seconded By:

Action:

**Title: SMART SCALE Project Budget Increase and Cancellation
Richmond-Henrico Turnpike Northern and Southern Segments
(UPC 110911 and 111716) – Richmond District**

WHEREAS, the Commonwealth Transportation Board's (Board) Six-Year Improvement Program Development Policy adopted December 7, 2016 states that a project that has been selected for funding through either the High Priority Projects Program or Highway Construction District Grant Program may be cancelled only by action of the Board. In the event that a project is not advanced to the next phase of construction when requested by the Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Virginia Department of Transportation (VDOT) for all state and federal funds expended on the project; and

WHEREAS, Item 12 of the Board's SMART SCALE Prioritization Process provides that a project that has been selected for funding must be re-scored and the funding decision re-evaluated if there are significant changes to either the scope or cost of the project, such that the anticipated benefits relative to funding requested would have substantially changed; and

WHEREAS, Item 12.a. of the Board’s SMART SCALE Prioritization Process further provides that if an estimate increases prior to project advertisement or contract award that exceeds the following thresholds, and the applicant is not covering the increased cost with other funds, Board action is required to approve the budget increase:

- i. Total Cost Estimate <\$5 million: 20% increase in funding requested
- ii. Total Cost Estimate \$5 million to \$10 million: \$1 million or greater increase in funding requested
- iii. Total Cost Estimate > \$10 million: 10% increase in funding requested; \$5 million maximum increase in funding requested; and

WHEREAS, on December 7, 2016, the Board adopted the Six-Year Improvement Program Development Policy that states that any project added to the SYIP with funding from the State of Good Repair Program, High Priority Projects Program, or Construction District Grants Program shall be fully funded; and

WHEREAS, section 33.2-214 of the *Code of Virginia*, provides that “the Board shall only include a project or program wholly or partially funded with funds from the State of Good Repair Program pursuant to § 33.2-369, the High Priority Projects Program pursuant to § 33.2-370, or the Highway Construction District Grant Programs pursuant to § 33.2-371 in the Six-Year Improvement Program if the allocation of funds from those programs and other funding committed to such project or program within the six-year horizon of the Six-Year Improvement Program is sufficient to complete the project or program”; and

WHEREAS, Item 13 of the Board’s SMART SCALE Prioritization Process adopted February 19, 2020 states that a project that has been selected for funding must be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse VDOT for all state and federal funds expended on the project; and

WHEREAS, Item 22 of the Board’s SMART SCALE Prioritization Process adopted February 19, 2020 states that surplus Construction District Grant Funds no longer needed for the delivery of a project will remain in the applicable Construction District Grant Program and may not be used in other districts, and further, provides that such surplus funds may either be reserved to address budget adjustments for current SMART SCALE projects or for allocation in the next solicitation cycle for SMART SCALE; and

WHEREAS, the Richmond-Henrico Turnpike Northern Segment UPC 110911 (Northern Project) was submitted by Henrico County for consideration and selected for \$3,567,000 in funding through the Construction District Grant Program in the second round of the prioritization process pursuant to section 33.2-214.1; and

Resolution of the Board

SMART SCALE Project Budget Increase and Cancellation - Richmond-Henrico Turnpike
Northern and Southern Segments (UPC 110911 and 111716) – Richmond District

January 19, 2021

Page 3 of 3

WHEREAS, the Richmond-Henrico Turnpike Southern Segment UPC 111716 (Southern Project) was submitted by Henrico County for consideration and selected for \$2,023,820 in funding through the Construction District Grant Program and \$6,081,180 in funding through the High Priority Projects Program in the second round of the prioritization process pursuant to section 33.2-214.1; and

WHEREAS, Henrico County has requested the Board to cancel their application for the Northern Project to facilitate an aggressive delivery schedule in support of an economic development opportunity using all county funds and transfer all Construction District Grant funds to the Southern Project so that both projects will remain fully funded and be delivered; and

WHEREAS, both the Northern Project and Southern Project are in the design phase; and

WHEREAS, VDOT recommends Board action to cancel the Northern Project and transfer all Construction District Grant funds to the Southern Project to ensure the successful delivery of both projects.

NOW THEREFORE BE IT RESOLVED, by the Commonwealth Transportation Board, that the Northern Project, Richmond-Henrico Turnpike Northern Segment UPC 110911, is hereby cancelled.

BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board that all Construction District Grant funds allocated to the Northern Project be transferred to the Southern Project, Richmond-Henrico Turnpike Southern Segment UPC 111716.

###

CTB Decision Brief
SMART SCALE Project Budget Increase and Cancellation
Richmond-Henrico Turnpike Northern and Southern Segments
(UPC 110911 and 111716) – Richmond District

Issue: The Richmond-Henrico Turnpike Northern Segment UPC 110911 (Northern Project) was submitted by Henrico County for consideration and selected for \$3,567,000 in funding through the Construction District Grant Program. The Richmond-Henrico Turnpike Southern Segment UPC 111716 (Southern Project) was submitted by Henrico County for consideration and selected for \$2,023,820 in funding through the Construction District Grant Program and \$6,081,180 in funding through the High Priority Projects Program in the second round of the prioritization process. Henrico County has requested the Board to cancel their application for the Northern Project to facilitate an aggressive delivery schedule in support of an economic development opportunity using all county funds and transfer all Construction District Grant funds to the Southern Project so that both projects will remain fully funded and be delivered. CTB approval is needed for cancellation of the Northern Project pursuant to the Six-Year Improvement Program Development Policy adopted by the Board on December 7, 2016. CTB approval of the SMART SCALE budget increase for the Southern Segment is needed pursuant to the Board's SMART SCALE Prioritization Policy/Process.

Facts: Both the Northern Project and Southern Project are in the design phase.

The Board's Six-Year Improvement Program Development Policy adopted December 7, 2016 states that a project that has been selected for funding through either the High Priority Projects Program or Highway Construction District Grant Program may be cancelled only by action of the Board. In the event that a project is not advanced to the next phase of construction when requested by the Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.

Item 12 of the Board's SMART SCALE Prioritization Policy/Process, adopted February 19, 2020, provides that a project that has been selected for funding must be re-scored and the funding decision reevaluated if there are significant changes to either the scope or cost of the project, such that the anticipated benefits relative to funding requested would have substantially changed.

Item 12.a. of the Board's SMART SCALE Prioritization Process states that if an estimate increases prior to project advertisement or contract award that exceeds the following thresholds, and the applicant is not covering the increased cost with other funds, Board action is required to approve the budget increase:

- i. Total Cost Estimate <\$5 million: 20% increase in funding requested
- ii. Total Cost Estimate \$5 million to \$10 million: \$1 million or greater increase in funding requested
- iii. Total Cost Estimate > \$10 million: 10% increase in funding requested; \$5 million maximum increase in funding requested

Item 13 of the Board's SMART SCALE Prioritization Process adopted February 19, 2020 states that a project that has been selected for funding must be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.

Item 22 of the Board's SMART SCALE Prioritization Process adopted February 19, 2020 states that Surplus Construction District Grant Funds no longer needed for delivery of a project will remain in the applicable Construction District Grant Program and may not be used in other districts. In addition, this item provides that such surplus funds may either be reserved to address budget adjustments for current SMART SCALE projects or for allocation in the next solicitation cycle for SMART SCALE.

Recommendation: VDOT recommends that the Board cancel the Northern Segment UPC 110911 project and transfer all Construction District Grant funds to the Southern Segment UPC 111716 to ensure the successful delivery of both projects.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to cancel the Northern Segment UPC 110911 project and transfer all Construction District Grant funds to the Southern Segment UPC 111716.

Result, if Approved: If approved, the Northern Project will be removed from the Six-Year Improvement Program and all Construction District Grant funds will be transferred to the Southern Project.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Agenda item # 9

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: Seconded By: Action:

Title: Approval of Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA)

WHEREAS, the Commonwealth Transportation Board (CTB), the Northern Virginia Transportation Commission (NVTC), and the jurisdictions that comprise the NVTC, who provide local funding and receive transit service from the Washington Metropolitan Area Transit Authority (WMATA), are mutually interested in the success of the WMATA; and

WHEREAS, WMATA was established pursuant to an interstate compact between Virginia, Maryland, and the District of Columbia to operate a regional mass transit system in the Washington, D.C. metropolitan area; and

WHEREAS, NVTC was founded in part to represent the interests of the Commonwealth of Virginia during the establishment of WMATA; and

WHEREAS, NVTC's member jurisdictions – the cities of Alexandria, Falls Church and Fairfax and the counties of Arlington and Fairfax – are the current WMATA Compact funding partners, with Loudoun County to become a funding partner in advance of the start of operations on Phase 2 of the Silver Line; and

WHEREAS, Section 33.2-1936 of the *Code of Virginia* establishes that the Northern Virginia Transportation District has unique needs and that the operation of the rapid heavy rail mass transportation system and the bus mass transportation system by WMATA provides particular and substantial benefit to the persons living, traveling, commuting, and working in the localities embraced by the NVTC; and

WHEREAS, Section 33.2-3401 of the *Code of Virginia*, pursuant to Chapter 854 of the 2018 Virginia Acts of Assembly, establishes a WMATA Capital Fund to provide Virginia's agreed upon share of regional dedicated capital funding to WMATA; and

WHEREAS, Section 33.2-1526.1 of the *Code of Virginia*, pursuant to Chapter 854 of the 2018 Virginia Acts of Assembly, restructures the Commonwealth Mass Transit Fund so that 53.5 percent of its funds shall be annually allocated to NVTC for distribution to WMATA on behalf of its local jurisdictions for capital purposes and operating assistance ("Commonwealth Mass Transit Fund WMATA Allocation"), as determined by NVTC; and

WHEREAS, the enactment clauses of Chapter 854 of the 2018 Virginia Acts of Assembly requires the Commonwealth Transportation Board to withhold funding available to WMATA pursuant to Section 33.2-1526.1(C)(3) of the *Code of Virginia* Allocation under the following conditions:

1. The seventh enactment requires the CTB shall withhold 20 percent of the funds available if (i) any alternate directors participate or take action at an official WMATA Board meeting or committee meeting as Board directors for a WMATA compact member when both directors appointed by that same WMATA Compact member are present at the WMATA Board meeting or committee meeting or (ii) the WMATA Board of Directors has not adopted bylaws that would prohibit such participation by alternate directors.
2. The eighth enactment requires that, beginning July 1, 2019, the CTB shall withhold 20 percent of the funds available each year unless (i) WMATA has adopted a detailed capital improvement program covering the current fiscal year and, at a minimum, the next five fiscal years, and at least one public hearing on such capital improvement program has been held in a locality embraced by the NVTC; and (ii) WMATA has adopted or updated a strategic plan within the preceding 36 months, and at least one public hearing on such plan or updated plan has been held in a locality embraced by the NVTC. The first strategic plan adopted to comply with such requirements shall include a plan to align services with demand and to satisfy the other recommendations included in the report submitted pursuant to Item 436 R of Chapter 836 of the Acts of Assembly of 2017.
3. The first enactment requires that, in any year that the total Virginia operating assistance in the approved WMATA budget increases by more than 3 percent from the total operating assistance in the prior year's approved WMATA budget, the Board shall withhold an amount equal to 35 percent of the funds available. The following items shall not be included in the calculation of any WMATA budget increase: (i) any service, equipment, or facility that is required by any applicable law, rule, or regulation; (ii) any capital project approved by the WMATA Board before or after the effective date of this provision; and (iii) any payments or obligations of any kind arising from or related to legal disputes or proceedings between or among WMATA and any other person or entity.

WHEREAS, it is in the best interest of the CTB, NVTC, and the jurisdictions that are WMATA Compact funding partners to ensure that WMATA receives the full allocation of funding from the Commonwealth Mass Transit Fund that is distributed by the NVTC on behalf of its jurisdictions; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby adopts the following policy and guidelines to govern future Board decisions related to the Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority enacted by the General Assembly of Virginia in 2018:

Participation by Alternate Directors of the WMATA Board (Enactment Clause 7 of Chapter 854 of the 2018 Virginia Acts of Assembly)

1. The CTB shall withhold funding if the WMATA Board of Directors has not adopted bylaws that prohibit the participation of alternate directors specified in clause (ii) of Enactment Clause 7.
2. When determining whether to withhold funding in response to an action taken by an alternate director that is prohibited by clause (i) of Enactment Clause 7, the CTB shall consider the following as prohibited activities by alternate directors at an official WMATA Board or committee meeting (unless the alternate director is acting in the absence of a Board director who serves on the committee): (i) participating in the discussion among Board directors; (ii) making or seconding a motion; (iii) voting on motions, resolutions or other Board actions; (iv) being counted toward the required quorum; (v) attendance or participation in any Executive Session of the WMATA Board or its committees; (vi) any action in violation of WMATA Bylaws in regards to the activities of alternate directors. Attendance by alternate directors at official WMATA Board or committee meetings, excluding Executive Sessions, shall not be a basis for withholding funding, nor shall the provision of information or reports to directors at a WMATA committee meeting in response to a request to do so by the director chairing the committee meeting.
3. WMATA shall provide a written notification to the CTB by July 1 of each year that it has adopted bylaws that prohibit the participation of alternate directors specified in clause (ii) of Enactment Clause 7 and that no violations of the bylaws by alternate directors have occurred during the previous year.
4. WMATA shall immediately notify the CTB in writing if a violation of its bylaws by an alternate director or some other action prohibited by this CTB policy occurs.

Adoption of a Detailed Capital Improvement Program (Enactment Clause 8(i) of Chapter 854 of the 2018 Virginia Acts of Assembly)

1. The CTB shall withhold funding if:
 - a. Beginning July 1, 2019, WMATA has not annually adopted or updated by July 1 of each year a detailed capital improvement program covering the current fiscal year and the next five fiscal years, including projections of funding sources and uses for the six-year period.
 - b. Beginning July 1, 2019, WMATA has not annually held by July 1 of each year at least one public hearing on such capital improvement program held in a locality embraced by the NVTC.
2. WMATA shall provide a written notification to the CTB by July 1 of each year that it has: (i) adopted a capital improvement program that complies with the above requirements; and (ii) held a public hearing on the capital improvement program in a locality embraced by the NVTC.

Adoption or Update of a Strategic Plan (Enactment Clause 8(ii) of Chapter 854 of the 2018 Virginia Acts of Assembly)

1. The CTB shall withhold funding if:
 - a. Beginning July 1, 2019, the WMATA Board has not adopted or updated a strategic plan within the preceding 36 months. After submission of the first strategic plan, WMATA must submit updated plans every 3 years thereafter.
 - b. Beginning July 1, 2019, WMATA has not held at least one public hearing on such strategic plan held in a locality embraced by the NVTC.
2. The first strategic plan adopted to comply with such requirements shall include a plan to align services with demand and to satisfy the other recommendations included in the report submitted pursuant to Item 436 R of Chapter 836 of the Acts of Assembly of 2017.
3. WMATA shall provide a written notification to the CTB by July 1 of the year of any strategic plan update that it has: (i) adopted or updated a strategic plan that complies with the above requirements; and (ii) held a public hearing on the strategic plan or strategic plan update in a locality embraced by the NVTC.

3% Cap on Growth in Total Virginia Operating Assistance (Enactment Clause 1 of Chapter 854 of the 2018 Virginia Acts of Assembly)

1. The CTB shall withhold funding if:
 - a. The total operating subsidy for Virginia in the current year approved WMATA budget increases (effective July 1) by more than 3 percent over the prior year approved WMATA budget (as of June 30).

2. The following items shall not be included in the calculation of any WMATA budget increase:
 - a. Any service, equipment, or facility that is required by any applicable law, rule, or regulation.
 - i. Includes, but is not limited to, compliance with any safety directives to WMATA issued by the Metrorail Safety Commission (MSC), the Federal Transit Administration (FTA), the National Transportation Safety Board (NTSB) or any other relevant safety oversight agency; actions taken to comply with the Americans with Disabilities Act (ADA); and actions taken to comply with Title VI requirements.
 - b. Any major capital project approved by the WMATA Board before or after the effective date of this provision.
 - i. Includes operating subsidy increases related to major capital projects that improve WMATA's state of good repair, support a major system expansion project (such as the planned Potomac Yard Metrorail Station in Alexandria and the Silver Line Metrorail Phase 2 project in Fairfax and Loudoun Counties), and respond to service disruptions caused by implementation of approved capital projects to address state of good repair needs or from emergency system shutdowns.
 - c. Any payments or obligations of any kind arising from or related to legal disputes or proceedings between or among WMATA and any other person or entity.
 - i. This exclusion is not intended for expenses related to the day to day operations of WMATA's legal department.
 - d. Any service increases approved by the WMATA Board pursuant to Section 33.2-1526.1(J) of the *Code of Virginia*.
 - e. Operating subsidies for specific WMATA transit services that are funded in whole by one or more WMATA member jurisdictions and/or from other non-WMATA funding sources.
 - f. Regularly scheduled adjustments of the inputs to the regional subsidy allocation formulas by WMATA.
3. WMATA shall provide a written notification to the CTB no later than July 1 of each year of the annual growth in total Virginia operating assistance, including a detailed description of the costs contributing to the increased operating subsidy and a year over year comparison of such costs. WMATA shall also provide a detailed description and justification of costs considered exempt from the calculation of the annual growth rate in operating subsidy. The written notification shall include sufficient documentation to allow the CTB to perform its own verification of the annual growth rate and amount of

total Virginia operating assistance.

4. By July 1 of each year, WMATA shall notify the CTB if it is scheduled or plans to adjust the regional subsidy allocation formulas in the budget to be proposed for the next fiscal year.

Resolution of Withholding of Funds

1. The CTB will release any withheld funding upon approval or implementation of an approved mitigation action.
 - a. The CTB will determine what constitutes an approved mitigation action, except that approval by the WMATA Board of a budget amendment reducing the amount of annual operating assistance required by Virginia to no more than 3 percent greater than the prior year shall be considered an approved mitigation action for a violation of the restriction related to the 3% cap on growth in Virginia operating assistance.
2. The CTB shall retain as a penalty any funding withheld during a fiscal year in response to a violation for which there is no mitigation.

Additional Considerations

1. The CTB, the Virginia Department of Rail and Public Transportation (DRPT), WMATA, the NVTC, and NVTC's member jurisdictions shall proactively collaborate to avoid activities that would require the CTB to withhold funding.
2. WMATA shall submit the documents required to demonstrate compliance to DRPT by the deadlines specified. DRPT will analyze the information received from WMATA and present to the CTB, in September of each year (beginning in 2019), a recommendation on enforcement actions, if any, that are required to be taken by this policy.
3. DRPT will provide regular reports to the CTB on observations related to compliance with this policy throughout the year.
4. After December 15 of each year, the NVTC shall present to the CTB the findings included in its report on the performance and condition of WMATA required under Section 33.2- 3403 of the *Code of Virginia*.
5. The CTB reserves the right to approve exceptions to this policy at any time in response to special or extraordinary circumstances.
6. Given that the condition of the WMATA system may change over time, the CTB will consider revisions and/or updates to these guidelines at least every two years.

#####

CTB Decision Brief

Title: Update to Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA)

Issue: The enactment clauses of Chapter 854 of the 2018 Virginia Acts of Assembly require the CTB to withhold funding available to WMATA pursuant to Section 33.2-1526.1(C)(3) under certain conditions. The CTB approved the Policy and Guidelines for Implementation of Governance and Funding Reforms for the Washington Metropolitan Area Transit Authority (WMATA) CTB on September 18, 2018. The policy requires CTB review every two years. DRPT's recommendations for changes to the policy were reviewed with the CTB at its Workshop on December 11, 2020

Facts: DRPT recommends two changes to the policy resulting from legislation approved during the 2020 General Assembly as well as other minor clarifications resulting from consultation with the Northern Virginia Transportation Commission (NVTC). The 2020 General Assembly approved HB 1586 adding a legislative exclusion for service increases approved by the WMATA Board and SB848 changing the due date of the annual report on the performance and conditions of WMATA from November 1 to December 15. Additionally the 2020 General Assembly approved a budget amendment, HB 30, directing the NVTC to convene a working group on the effectiveness of the three percent cap on WMATA operating assistance increases. NVTC approved the working group report in November 2020 and submitted it to the chairs of the Virginia House Appropriations and Senate Finance and Appropriations Committees. The DRPT Director participated in the working group, and DRPT worked collaboratively with NVTC on the proposed changes to the policy. DRPT and NVTC are recommending two additional clarifications, including addition of language clarifying that the exclusion for legal expenses does not include day-to-day operations of the WMATA legal department and adding language clarifying that the policy will be reviewed *at least* every two years.

Recommendation: DRPT recommends that the CTB approve the updated Policy and Guidelines for Implementation of Governance and Funding Reforms for WMATA.

Action Required by CTB: Approval of the attached resolution updating the Policy and Guidelines for Implementation of Governance and Funding Reforms for WMATA.

Options: Approve, Deny or Defer.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 10

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: Seconded By: Action:

Title: Authority to Award Consulting Services for Preliminary Engineering for the Long Bridge Project – Washington, DC to Arlington, Virginia

WHEREAS, Section 33.2-209 of the Code grants the Commonwealth Transportation Board (CTB) the power and duty to let all contracts to be administered by the Department of Rail and Public Transportation (DRPT) for all activities related to passenger and freight rail in excess of \$5M; and

WHEREAS, DRPT desires to obtain architectural/engineering services in support of the Long Bridge Project between Washington, DC and Arlington, Virginia (Project) for preliminary engineering and design for all elements of the Project to be advanced from the conceptual design completed during the Long Bridge Project Environmental Impact Study to 30% design; and

WHEREAS, DRPT issued a solicitation for consultant services for Preliminary Engineering to 30% design of the Project; and

WHEREAS, DRPT desires to award a contract to Vanasse Hangan Brustlin (VHB) with a term beginning the date of the award and ending at the completion of the project; and

WHEREAS, the desired contract will procure services of a consultant capable of rendering a comprehensive architectural and engineering oversight related to implementation of the Long Bridge Preliminary Engineering Project; and

WHEREAS, the desired contract would include detail to establish proof of concept and update footprint and limits of disturbance of the Project to identify ROW needs, probable construction costs, wetland permitting; and

Resolution of the Board

Authority to Award Consulting Services for Preliminary Engineering for the Long Bridge Project

January 19, 2021

Page 2 of 2

WHEREAS, DRPT recommends that the CTB approve DRPT to complete its procurement for the Preliminary Engineering and design to 30% of the Project;

NOW THEREFORE, BE IT RESOLVED that the Board authorizes DRPT to complete its procurement and award a resulting contract for Preliminary Engineering for the Long Bridge Project – Washington, DC to Arlington, Virginia.

#####

CTB Decision Brief

Authorization to Award Architectural and Engineering Consulting Services for Preliminary Engineering Design for the Long Bridge Project in Washington, DC January 19, 2021

Issue: DRPT has been conducting a procurement for preliminary engineering design services to support the Long Bridge Project in Washington, DC. DRPT seeks approval to award a contract greater than \$5M. The contract will be assigned to the VPRA once it is mobilized.

Facts: The existing Long Bridge is a two-track railroad bridge over the Potomac River that was constructed in 1904 and is owned and operated by CSX Transportation (CSXT) and utilized by Amtrak, Virginia Railway Express (VRE), and CSXT freight trains. Norfolk Southern also has access rights over Long Bridge. The Long Bridge is an essential link between the northeast and southeast rail networks along the Eastern Seaboard. As a two-track crossing with three tracks approaching from each end, Long Bridge currently creates a bottleneck for freight and passenger traffic and cannot support the projected increase in rail traffic. Future demand will require expanded infrastructure to provide additional capacity, allowing passenger, commuter, and freight rail services to be improved, facilitating economic growth, and improving mobility throughout the Eastern Seaboard.

The Long Bridge Project addresses the existing bottleneck and includes eight (8) rail bridges and two (2) pedestrian bridges, extending approximately 1.8 miles between Arlington, VA, and Washington, DC.

The combined Final Environmental Impact Statement (FEIS) / Record of Decision (ROD) and Final Section 4(f) Evaluation was approved and issued in August of 2020. DDOT also completed the conceptual design of the Long Bridge Project in August 2020 and is transitioning leadership of the project for preliminary engineering to construction to DRPT as part of a broader program geared toward improving service between Northern Virginia and Washington, DC. DRPT's first action during this transition is to contract with a design consultant to advance the Long Bridge Project conceptual engineering design to a preliminary engineering level of design.

In 2019 the General Assembly approved allocation of funds for the purpose of supporting Long Bridge and generally for passenger rail expansion. In 2020 the CTB allocated funds for projects to be administered by DRPT with regard to Long Bridge and passenger rail expansion through the Commonwealth.

The CTB allocated DRPT's use of funds in the SYIP 2019-2024 for Long Bridge expansion projects. The contract, the subject of this resolution, is part of that allocation for which an RFP was prepared and procurement conducted between November 2019 and now. In response to the RFP, there were 6 respondents. DRPT does not expect a contest to the award. This procurement covers PE consulting and plans for the entirety of the Long Bridge Project including ancillary projects at a cost of \$20,888,434.

Recommendation: DRPT recommends approval of the attached resolution.

Action Required by CTB: Approval of the attached resolution.

Options: Approve, Deny or Defer.

REQUEST FOR PROPOSAL

Architectural/Engineering Consulting Services for the Long Bridge Project in Washington, DC

There will be a Mandatory pre-proposal conference for this solicitation. The pre proposal will be held via a teleconference using the GOTOWebinar service. The mandatory pre-proposal will be June 15, 2020 at 1PM. Step by step instructions on how to attend the meeting will be in an attachment after the RFP as well as in section IX of this RFP.

Notice: The Virginia Department of Rail and Public Transportation (DRPT) is releasing this RFP, but due to passage of HB 1414 by the Virginia General Assembly, a Virginia Passenger Rail Authority (VPRA) will be created as of July 1, 2020. Therefore, this RFP allows for assignability to VPRA at any stage in the procurement process or after award of procurement.

Vendor Registration: In order to receive an award, the firm must be a registered vendor with eVA before the RFP submission due date and time.

Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Virginia Department of Rail and Public Transportation

REQUEST FOR PROPOSALS

Issue Date: June 2, 2020

RFP# 505-626

Title: Architectural/Engineering Consulting Services for the Long Bridge Project in Washington, DC

Commodity Code: 918-42 Engineering Consulting

Issuing Agency and Address: Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, Virginia 23219
ATTN: Melissa Myers

Location of Work: Northern Virginia

Period of Contract: Date of award through completion of Project

All inquiries for information should be directed in writing to Melissa Myers, Procurement Officer at melissa.myers@drpt.virginia.gov. All questions must be received no later than June 18, 2020 at 3:30pm

Sealed proposals for furnishing the services described herein will be received until **3:00 p.m. Eastern time on August 4, 2020. All proposals must received via eVA. Instructions on how to do this are included in this RFP**

In compliance with this Request For Proposal (RFP), which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services **described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Forms AE-1, AE-2, AE-3, AE-4, AE-5 and AE-6 and other data as required by the RFP.** It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name and Address of Offeror:

Date

Signature (in Ink)

Printed or Typed Name of Above

FEI/FIN Number

E-mail

Phone

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Note: Electronic copies of A/E Data Forms (AE-1 through AE-6) forms are available for download at: at <https://dgs.virginia.gov/search/documents-and-forms/?filter=AE>

I. PURPOSE

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this request for proposal (RFP) for the purpose of entering into a contract through competitive negotiations for the professional services of an architectural/engineering (A/E) firm with experience in preliminary engineering design and, authorized to do business in the Commonwealth of Virginia and the District of Columbia that will provide preliminary engineering design for the Long Bridge Project in accordance with the Scope of Work contained in Attachment A. The requisite experience must be applicable to preliminary engineering design for freight and passenger rail expansion, including new and replacement rail structures located in a corridor with active freight and passenger rail.

II. BACKGROUND

The existing Long Bridge is a two-track railroad bridge over the Potomac River that was constructed in 1904 and is owned and operated by CSX Transportation (CSXT). The Long Bridge is currently utilized by Amtrak, Virginia Railway Express (VRE), and CSXT freight trains. Norfolk Southern also has access rights over Long Bridge. The Long Bridge is an essential link between the northeast and southeast rail networks along the Eastern Seaboard. As a two-track crossing with three tracks approaching from each end, Long Bridge currently creates a bottleneck for freight and passenger traffic and cannot support the projected increase in rail traffic. Future demand will require expanded infrastructure to provide additional capacity, allowing passenger, commuter, and freight rail services to be improved, facilitating economic growth, and improving mobility throughout the Eastern Seaboard.

The Long Bridge Project addresses the existing bottleneck and includes eight (8) rail bridges and two (2) pedestrian bridges, extending approximately 1.8 miles between Arlington, VA, and Washington, DC.

In 2011, the District Department of Transportation (DDOT) received a High-Speed Intercity Passenger Rail grant from the Federal Railroad Administration (FRA) to complete a two-phase feasibility and planning study of the rehabilitation or replacement of Long Bridge. The Phase I study, completed in 2015 before initiation of the Environmental Impact Statement (EIS) for the project, considered concepts to address the deficiencies of the Long Bridge. Phase II of the Long Bridge Study commenced in Fall 2015 and included development of a long-range service plan based on future demand in the Corridor, further refinement of engineering concepts, and development of draft evaluation criteria to identify and screen concepts carried forward for analysis in the EIS process.

In 2016, FRA awarded DDOT a Transportation Investment Generating Economic Recovery (TIGER) grant for Phase III, which includes the National Environmental Policy Act of 1969 (NEPA) process. The grant funded the development of the EIS, Section 4(f) Evaluation, and Record of Decision (ROD), including conceptual design to support the analysis of alternatives, analysis of environmental impacts, and identification of a Preferred Alternative.

In 2019, FRA, in conjunction with DDOT prepared a Draft EIS (DEIS) to meet the requirements of the National Environmental Policy Act (NEPA) of 1969 (42 USC 4321), the Council on Environmental Quality (CEQ) Implementing Regulations for NEPA, (40 CFR Part 1500-1508), the FRA Procedures for Considering Environmental Impacts (64 FR 28545), and Efficient Environmental Reviews for Project Decision-making (23 USC 139). In addition to this DEIS, FRA is preparing a Draft Section 4(f) Evaluation to comply with Section 4(f) of the United States Department of Transportation Act of 1966 (49 USC 303) and entered into the Section 106 of the National Historic Preservation Act of 1966 (36 CFR 800) and its implementing regulations. The DEIS identifies potential effects of the Long Bridge Project on the human and natural environment and identifies measures to avoid, minimize, or mitigate potential adverse impacts. DDOT is leading the conceptual design of the Long Bridge Project and is transitioning leadership of the project for preliminary engineering to construction to DRPT as part of a broader program geared toward improving service between Northern Virginia and Washington, DC. DDOT will continue to work with its partners to the completion of the environmental clearance (Final Environmental Impact Statement and Record of Decision), which is expected summer 2020.

III. INFORMATION AVAILABLE

The following documents and information are available for download from DRPT's FTP site at the links below. The Offeror's proposal shall conform with the final version of all Long Bridge EIS documentation and commitments.

- CAD files from Conceptual Engineering Plans prepared during the DDOT DEIS Project

Part 1 - <http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/b152063c-29ce-4484-ae0b-13dd80cc6e83/1%20-%20LB%20CAD%20Files%201.zip>

Part 2 - <http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/baa6ed28-ed29-42b9-a70c-fd210515ec93/1%20-%20LB%20CAD%20Files%202.zip>

- Preliminary Geotechnical Engineering Exploration Plan for Long Bridge, the Atlantic Gateway program, Arlington County, VA, and Washington, DC

<http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/723e83b9-f7c2-41e3-a9ea-b9867e18e327/2%20->

[%20Preliminary%20Geotechnical%20Engineering%20Exploration%20Plan%20for%20Long%20Bridge.pdf](#)

- DC to Richmond Preliminary Engineering Plans from Alexandria Interlocking (MP 104.3) to Rosslyn Interlocking (MP 110.1)

<http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/f879bb46-1510-4d01-89fc-453640ff2b60/3%20-%20DC2RVA%20NOV%20AF-RO%20Revised%2030%20PE%20Plans%2007Aug2019.pdf>

- Stakeholder comments from Conceptual Engineering Plan Review

[http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/8ef9a5f7-fe2a-41c6-bb50-3dc63e8b29c5/4%20-%20Long%20Bridge%20FRA%20CE%20Plan%20Comments%20\(to%20be%20addressed%20during%20PE\).pdf](http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/8ef9a5f7-fe2a-41c6-bb50-3dc63e8b29c5/4%20-%20Long%20Bridge%20FRA%20CE%20Plan%20Comments%20(to%20be%20addressed%20during%20PE).pdf)

- Long Bridge Project permits list

http://www.drpt.virginia.gov/umbraco/plugins/umbracoContour/files/abb87939-307b-40cc-8609-6e684b4abc22/5%20-%20LB_EIS_2019_1205_Long%20Bridge%20Project%20Permits%20List.pdf

Additional commitments and impact mitigations from the DDOT EIS including the DEIS, Conceptual Engineering Plans, and additional project resources can be found on the Long Bridge website, copied below. To ensure the best proposal, the Offerors shall check this website frequently for updates to the EIS documentation and project commitments.

- <http://longbridgeproject.com/>

IV. GENERAL

The Offeror (Offeror) is the firm submitting the proposal and may be referred to as the “prime consultant” and “responding firm” on the attachments.

This RFP does not commit DRPT to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services.

DRPT reserves the right to alter the project delivery method at any time during the contract period. DRPT will notify the Offeror of such decision, revise the scope of services, and negotiate a fair and reasonable fee as appropriate. The change, if necessary, will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

DRPT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of DRPT to do so.

V. SCOPE

The scope of work shall consist of the items listed in Attachment A – Scope of Services.

VI. CONFLICT OF INTEREST

Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to the procurement. Prior or existing contractual obligations between a company and a federal, state, or local agency relative to the project or DRPT's program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to DRPT's point of contact as identified in the solicitation.

DRPT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to the procurement that cannot be mitigated, shall not be allowed to participate as a team member for the Preliminary Engineering project. Failure to abide by DRPT's determination in this matter may result in a Proposal being declared non-responsive.

Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to, the following situations:

1. An organization or individual hired by DRPT to provide assistance in development of instructions to Offerors or evaluation criteria for the project.
2. An organization or individual hired by DRPT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for DRPT's program, and as a result has a unique competitive advantage relative to the project.
3. An organization or individual with a present or former contract with DRPT or DDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.
4. An organization or individual with a present or former contract with DRPT to provide assistance in contract administration for the project.

DRPT reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

DRPT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If the Offeror elects not to disclose, the Offeror may be declared non-responsive.

VII. APPLICABILITY OF THE A/E MANUAL

The rights and duties of the Owner and Architect/Engineers (A/E) applicable to State projects are set forth in the Terms and Conditions of the A/E Contract (CO-3a) and the A/E Manual as defined in the current edition of the Construction and Professional Services Manual (CPSM), as amended. The Terms and Conditions are available at:

https://dgs.virginia.gov/globalassets/business-units/bcom/documents/forms/dgs-30-018_05-15_co-3a.pdf

Offeror's attention is directed to Chapter 2, Definitions of the CPSM, for definitions of terms used in this RFP. The terms "Agency" and "DRPT" are used interchangeably in the material referenced in this RFP and mean the Department of Rail and Public Transportation, the public body issuing this solicitation for services and with whom the successful A/E Offeror (Contractor) will enter into an agreement.

VIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements

1. RFP Response

In order to be considered for selection, Offerors must submit a complete sealed electronic response to this RFP. RFP must be submitted electronically using eVA. <https://eva.virginia.gov/index.html> If you are not registered in eVA, you must do so in order to submit a proposal and have a contract with the state of Virginia.

Proposals must be received in eVA by August 4, 2020 by 3pm.

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific elements outlined in the Scope of Work.

2. Electronic Proposal Preparation

- A. Proposals shall be electronically signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the DRPT at its discretion.
- B. Proposals should be organized in the order in which the requirements are presented and follow the requirements in Section V: Specific Proposal Requirements of this RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each tab must be submitted separately as an attachment in eVA. Each attachment can be no more than 60MB. You can submit up to five attachments at a time and as many as necessary. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Proposals should use a font size of 12 (or larger) and have no less than 3/4" margins. **No proposal, in its entirety, should exceed 50 pages one-sided.**

B. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offerors' capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet– The RFP Cover Sheet (page 2 of this RFP) shall be completely filled out and signed as required.

Tab 1: Introduction and Executive Overview (2 Page Maximum)

The Offeror must concisely highlight the most relevant and noteworthy elements of their proposed approach, experience and qualifications to perform the work outlined in Section IV of this RFP.

Tab 2: Understanding of Work and Plan for Providing Services (10 Page Maximum)

The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to the specific tasks in the attached Scope of Work. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants.

Tab 3: Experience and Qualifications (25 Page Maximum)

The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Scope of Work. The key personnel who will be assigned to these various tasks need to be identified. . The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to perform the work across jurisdictional lines in both Virginia and in the District of Columbia.

The Offeror shall provide all of the following information concerning its company, sub-consultants and personnel qualifications:

- 1) A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- 2) A list of the key personnel including sub-consultants who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- 3) A list of references to include name, address, telephone number, project, and amount of project.

Tab 4: Virginia Department of Small Business and Supplier Diversity/Small, Women and Minority Owned Businesses (DSBSD/SWAM) Participation

The Offeror shall indicate the percentage of DSBSD/SWAM participation and specify the types of work to be performed by DSBSD/SWAM sub-Consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit a copy of the Small Business Subcontracting Plan in the proposal. A blank copy of this document is included as Attachment C.

All DSBSD/SWAM Offerors must be certified with the Virginia Department of Small Business and Supplier Diversity. If the DSBSD/SWAM is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Small Business and Supplier Diversity can be contacted at (804) 786-6585. The DSBSD/SWAM goal for this contract is 10%. If the DSBSD/SWAM is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 5: Contact Person

The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-Consultants involved in the proposal.

Tab 6: Staffing Plan

Offerors shall identify all staff positions for the services described in the Detailed Scope of Work and listed pursuant to Tab 2. Final pricing/rates will be addressed in the negotiation phase.

IX. EVALUATION CRITERIA AND CONTRACT AWARD

A. Evaluation Criteria

Proposals shall be evaluated by DRPT using the following criteria:

Offeror’s Approach to Performing the Scope of Services (20 points):

- Offeror has a well-developed, pragmatic approach to managing and delivering the scope of services;
- Offeror demonstrates a clear understanding of the scope of services required under the solicitation and demonstrates the ability to deliver those services in the Commonwealth and in the District of Columbia; and
- Offeror clearly outlines how the Offeror will provide QA/QC of their services, including written deliverables, reports, etc.

Offeror’s Capability, Past Experience (30 points):

The Offeror’s demonstrated track record in providing similar services including:

- Expertise and past experience of the Offeror in providing services on other contracts or on projects of similar size, scope and features as those required for the scope of services on this RFP; and
- Offeror’s experience in providing services in conformance to the Commonwealth’s and the District of Columbia’s construction and capital outlay procedures including codes, standards, accessibility and building efficiency, as applicable.
- Demonstrated experience as the lead consultant entity for design and construction work of major transit and rail transportation infrastructure projects in the Commonwealth and in the District of Columbia.

Qualifications of Key Staff (30points):

The expertise, experience, and qualifications of the Offeror’s personnel and proposed sub-consultants in each discipline and with demonstrated experience with major transportation infrastructure projects in Virginia and the District of Columbia as listed in the Scope of Work.

Small Business Utilization (10 points):

Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.

Quality of Proposal (10 points):

Clear and concise organization of the proposal including completeness, appearance, and quality.

It should be noted that prior knowledge of the Atlantic Gateway or Long Bridge projects will not be considered as a part of the evaluation criteria for this RFP.

X. POLICY ON SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses is required with any proposal for A/E services where the total A/E contract amount may exceed \$100,000. Since the potential for Task Orders under the contract exceeds \$100,000, the Offeror must provide information on its past utilization of Small, Women, and Minority Owned disadvantaged businesses, and must also state any plans to utilize such businesses and the manner in which they may be utilized under this Contract.

A list of Virginia Department of Small Business and Supplier Diversity certified SWAM firms are maintained at www.DSBSD.virginia.gov under the SWAM Vendor Directory link.

XI. LICENSE AND REGISTRATION:

All business entities, except for sole proprietorships, are required to register with the State Corporation Commission. Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company, or sole proprietorship that does not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Board for Architects, Professional Engineers, Land Surveyors, and Landscape Architects (Board) of the Department of Professional and Occupational Regulation (DPOR). Board regulations require that all branch offices of professional corporations and business entities located in Virginia that offer or render any professional services relating to the professions regulated by the Board be registered as separate branch offices with the Board. All offices, including branches, that offer or render any professional service must have at least one full-time resident professional who is responsible and in charge who is licensed in the profession

offered or rendered at that office. All firms that are to provide professional services must meet these criteria prior to submitting a Proposal to DRPT. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the *Code of Virginia*.

Each business entity (prime and sub-consultants) on the proposed team that is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, must provide evidence in the Proposal, including full size copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, and for appropriate individual registrations/licenses for those professional occupations per the requirements listed below. The Proposal should convey the requested information for each registrant by the use of a concise table or matrix. Full size copies of the State Corporation Commission and DPOR supporting registration will not count towards the page restriction.

- The State Corporation Commission registration detailing the name, registration number, type of corporation and status of the business entity.
- The DPOR registration information for each office practicing or offering to practice any professional services in Virginia, including the business name, address, registration type, registration number, expiration date.
- The DPOR license information for each of the Key Personnel practicing or offering to practice professional services in Virginia, including the name, address, type, registration number, and expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.
- The DPOR license information for those services not regulated by the Board, such as real estate appraisal, including the business name, address, registration type, registration number, and expiration date.

Failure to comply with either state or federal law with regard to requirements in Virginia regarding the Offeror's organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature, may render the Proposal submittal, in the sole and reasonable discretion of the Agency, non-responsive. In that event, the Proposal submittal may be returned without any consideration or evaluation.

XII. MANDATORY PRE-PROPOSAL CONFERENCE

There will be a Mandatory pre-proposal conference for this RFP on June 3, 2020 at 1:00pm. The pre proposal will be held via teleconference using the GOTO Webinar service. The Step by step instructions on how to attend the meeting will be in an attachment after the RFP.

DRPT is requesting only two representatives from each firm be on phone/registered. Please register for **Longbridge PE Design on June 15, 2020 1:00 PM EDT** at: <https://attendee.gotowebinar.com/register/7815229002000310031>

After registering, you will receive a confirmation email containing information about joining the webinar

Call in number is 631-992-3221 Attendee Code is 133-031-450

After registering, you will receive a confirmation email containing information about joining the webinar.

Please make sure you are able to log in, register, and are familiar with the gotowebinar service in advance. If you dial in late you will miss important information and DRPT will not go back over what has already gone over.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

XIII. AWARD OF CONTRACT:

For professional services, the public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the Offeror. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing Offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified Offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. After a contract has been executed, the Offeror will be known as the Contractor.

XIV. REPORTING AND PERFORMANCE REQUIREMENTS

A. MEETINGS AND REVIEWS

DRPT shall hold an initial conference with the Contractor at a place and time selected by DRPT for the purpose of reviewing the Contractor's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Contractor's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

B. PROGRESS REPORTS

Contractors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Contractor shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date, broken down by task order. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid to date. It shall summarize all work efforts in the reporting period including personnel utilization and hourly rates. It shall also discuss any anticipated difficulties and proposed resolution.

C. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offers are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offers shall note such on the Small Business Subcontracting Plan. No bidder/offers or subcontractor shall be considered a small

business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

3. Prime Contractor Subcontractor Reporting:

a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

XV. TIME SCHEDULE:

The items that are asterisked below are approximate dates and may be changed.

Pre-Proposal: June 15, 2020 at 1:00 p.m.

Questions Due: June 18, 2020 at 3:30 p.m.

Proposals due: August 4, 2020 at 3 p.m.

Interviews with top Offerors: Week ending September 4, 2020*

Negotiations start: September 14, 2020*

Awarded by: September 30, 2020*

XVI. FEES:

The MOU prepared by the Agency will document the negotiated acceptable labor rates for the various A/E classifications/disciplines/skill levels. These rates will be used by the Agency in arriving at any hourly rate work that is authorized by the Agency for the Task Order issued under the Term Contract resulting from this solicitation.

XVII. CONTRACT TERM:

Under this Contract, Task Orders will be issued during the Contract Term, which is the date of award through completion of the Program of Projects.

XVIII. TASK ORDERS:

A single task order may contain multiple tasks and project elements.

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until an eVA Purchase Order is issued.

XIX. eVA VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below. Failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows: a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order. b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes

XX. SPECIAL TERMS AND CONDITIONS:

- 1. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the materials during this period.
- 2. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in One purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 3. LATE PROPOSALS:** To be considered for selection, the proposal must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposal is the time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Agency is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental Agency mail system. It is the sole responsibility of the Offeror to ensure that its bid reaches the issuing office by the designated date and hour.
- 4. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Va. Code Ann. § 2.2-4311.2(B), a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, or

as otherwise required by law, is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.

For assistance in complying with the above requirement please read the following:

The link below takes you to the State Corporation Commission document which provides information for foreign firms pertaining to exclusions to the requirement to register with the State Corporation Commission. Note that a foreign firm is defined as “*organized or existing under the laws of a state or jurisdiction other than Virginia.*”

<http://www.scc.virginia.gov/clk/befaq/forinva.aspx#a1>

6. **INTELLECTUAL PROPERTY RIGHTS:** The Virginia DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property, which includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.) Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT nor the Contractor intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than regular employees and subcontractors of the Contractor or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Contractor.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Contractor shall not patent any invention conceived in the course of performing this contract. The Contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Contractor shall not include any right to rescind or otherwise revoke or

invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Contractor for which DRPT has fully paid the Contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Contractor shall remain the property of the Contractor. The Contractor grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Contractor's provision of services hereunder, the Contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as products), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Contractor and DRPT agrees that these products will remain the sole property of the third party.

The Contractor shall grant DRPT license to use all software developed by the Contractor under this contract in other applications within Virginia as DRPT sees fit. Should the Contractor desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

7. DRPT reserves the right to approve any personnel or subcontractors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Contractor when approval is not granted.

8. **IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ January 21, 2020 3:00 p.m. _____
Name of Offeror Due Date Time

Street or Box Number

RFP No.

City, State, Zip Code

RFP Title

Name of Contract/Purchase Officer or Buyer Melissa Myers

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 9. PATENT RIGHTS:** If any invention, improvement or discovery of the Contractor or any of its Sub contractors is conceived or first actually reduced to practice in the course of or under this Project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Contractor shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Contractor, his Sub contractors and the Department with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.
- 10. KEY PERSONNEL:** People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Contractor unless removed from work on the Contract with the consent of the purchasing agency.
- 11. ASSIGNABILITY:** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Consent will not be unreasonably withheld or delayed. Notwithstanding this general prohibition against assignment, DRPT may assign any portion of this Agreement to any other state agency, authority or department without offeror consent. All of the terms and conditions of this Agreement shall remain in full force and effect and will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Detailed Scope of Work

Preliminary Engineering for the
Long Bridge Project – Washington, DC, to
Arlington, Virginia



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Section I. Overview

Project Name

The project title determined by the Virginia Department of Rail and Public Transportation (DRPT) is “Preliminary Engineering for the Long Bridge Project – Washington, DC, to Arlington, Virginia,” whereby the Contractor’s contract scope will be referred to as “the PE Contract” and the full project including construction is referred to throughout as the “Long Bridge Project.”

Project Location

The PE Contract for the Long Bridge Project, shown in Figure 1, consists of the preparation of preliminary engineering and related documents to support the follow-on advertisement for final design and construction of improvements and related railroad infrastructure on a 1.8-mile segment of new track and the realignment of existing tracks between the Rosslyn (RO) Interlocking near Long Bridge Park in Arlington, Virginia, and the L’Enfant (LE) Interlocking near 10th Street SW in the District of Columbia (District). The proposed new track would run parallel to the existing RF&P Subdivision railroad line, owned by CSX Transportation (CSXT). The purpose of the Long Bridge Project is to increase capacity along this section of track. The physical limits of the PE Contract and Project extend from the Control Point (CFP) at RO interlocking at MP 110.1 to the LE interlocking at MP 111.5, with the exception of the signal design that will be performed by CSXT, which may extend beyond the physical limits of the Long Bridge Project.

Figure 1: Project Location Map



Project Description

The existing bridge, Long Bridge, is a two-track railroad bridge over the Potomac River that was constructed in 1904 and is owned and operated by CSXT. The Long Bridge currently serves CSXT, Amtrak, and Virginia Railway Express (VRE). Norfolk Southern also has access rights over the bridge.

The Long Bridge Project will provide additional capacity between Washington, DC, and Northern Virginia to allow for the connection of the Northeast Corridor and the future Southeast High-Speed Rail Corridor. This additional capacity will allow for the improvement of passenger, commuter, and freight railroad service, facilitating economic growth and improving mobility in both Northern Virginia and Washington, DC. The existing two-track Long Bridge corridor connects to three-track systems on either end and currently creates a bottleneck for freight and passenger rail traffic. Without additional capacity, the Long Bridge Corridor cannot support increased future service demands.

The RO interlocking will be upgraded as part of the Alexandria Fourth Track Project and the LE interlocking will be designed and constructed by others as a part of the L'Enfant Fourth Track and Station Improvement Project. Coordination will be required between the three projects to determine exact limits for each project and to ensure a fully coordinated design. Track tie-ins at the RO and LE interlockings are anticipated to be part of the scope of this project. The Alexandria Fourth Track Project will design and construct 6 miles of fourth track providing a four-track corridor from the RO Interlocking to the Alexandria (AF) Interlocking. The L'Enfant Fourth Track and Station Improvement Project will design and construct a fourth track and platform improvements at the L'Enfant station providing a four-track corridor from the LE Interlocking to Control Point Virginia (VA) where passenger trains diverge from the CSXT corridor to service Washington Union Station.

The Conceptual Engineering Plans along with stakeholder comments for the Long Bridge Project are provided as part of this RFP. However, the District Department of Transportation (DDOT) is still working with stakeholders to complete the Final Conceptual Engineering Plans, which will be made available to the selected Contractor. The Federal Railroad Administration (FRA), in conjunction with DDOT, prepared a Draft EIS (DEIS), Section 4(f) Evaluation in compliance with NEPA, and Conceptual Engineering Plans for the Long Bridge Project. The Offeror's proposal shall conform with the final version of all Long Bridge EIS documentation and commitments. DRPT will be leading the progression of the conceptual design to preliminary engineering (PE) plans for the Long Bridge Project.

The Long Bridge Project proposes improvements along the 1.4-mile Long Bridge Corridor including, but not limited to:

- Construction of new and replacement bridges along the Corridor to achieve four-track capacity (see bulleted lists below for specific bridges)
- Installation of new track and signals and upgrades to existing track and signals
- Construction of railroad roadbed, drainage and supporting structures, including new retaining walls along the corridor, and reinforcement of structural supports for overhead bridges (i.e. crash walls).

The Long Bridge Project includes a total of eight (8) rail bridges:

- New Two-Track Rail Bridge over the George Washington Memorial Parkway
- New Two-Track Rail Bridge over the Potomac River, Mount Vernon Trail, and Ohio Drive SW parallel to the existing Two-Track Rail Bridge at the same location – which is to remain in place as defined by the EIS under Action Alternative A
- New Two-Track Rail Bridge over the Metrorail Yellow Line Tunnel and Tunnel Portal
- New Two-Track Rail Bridge over I-395
- Replace Existing Two-Track Rail Bridge over I-395 with New Two-Track Rail Bridge
- Replace Existing Two-Track Rail Bridge over Ohio Drive SW with New Four-Track Rail Bridge
- Replace Existing Two-Track Rail Bridge over the Washington Channel with New Four-Track Rail Bridge
- Replace Existing Two-Track Rail Bridge over Maine Avenue SW with New Four-Track Rail Bridge

The Long Bridge Project also includes one (1) new bicycle and pedestrian bridge and one (1) pedestrian bridge replacement:

- New Bicycle and Pedestrian Bridge over the George Washington Memorial Parkway, Potomac River, Mount Vernon Trail, and Ohio Drive SW
- Replace Existing Pedestrian Bridge over Maine Avenue SW with New Multimodal (Bicycle and Pedestrian) Bridge

The Long Bridge Project includes work under and adjacent to structures and private property including, but not limited to the following:

- Maryland Avenue over-build and Portals Buildings: Track realignment and crash walls underneath the over-build area of Maryland Avenue Southwest, adjacent to the Portals commercial, residential, and hotel uses.
- Washington Marina: Located in southwest DC adjacent to Maine Avenue Southwest.
- Long Bridge Park and Aquatics Center: Long Bridge Aquatics Center is an active design-build project managed by Arlington County, Virginia

- Department of Defense (DOD) facility and National Park Service (NPS) Buildings in East Potomac Park: These areas are occupied by NPS and DOD staff and are actively used as office space.

Section II. Description of Work

The description of work provides a description of the design activities required by the PE Contract. As an overview, the Contractor shall implement project controls and coordination with stakeholders to ensure on-time, formal submittals at 15% and Preliminary Engineering Plans for DRPT and Stakeholder review. In addition, these activities will be used to advance permitting and approvals towards project implementation, such that the Contractor shall support DRPT in environmental approvals and clearance, right-of-way (ROW) acquisition, and technical specifications for the next phase of the project.

The Contractor shall coordinate the PE design with adjacent projects including, but not limited to, L'Enfant Fourth Track and Station Improvements and Alexandria Fourth Track. The Contractor is also responsible for meeting the requirements of the action as laid out in the Record of Decision (ROD), the Programmatic Agreement for compliance with Section 106 of the National Historic Preservation Act (NHPA), and Section 4(f) of the US DOT Act, compliant with NEPA.

In addition, the Contractor shall develop a detailed public involvement plan that meets the requirements of the Long Bridge DEIS Agency and Public Coordination Plan, provide materials for the DRPT project website, and support Public Hearings.

See Section III. Deliverables for additional detail on the required submittals and other deliverables.

Task 1.0: Project Management and Coordination

The objective of this task is to support DRPT in the oversight and execution of technical and administrative functions needed to keep the Project on schedule, within budget, and maintain compliance with all applicable requirements. All management, administrative, financial, accounting, and reporting procedures will be in accordance with Virginia law.

1.1 Project Management Plan

Within the first 14 days following notice to proceed (NTP), the Contractor shall submit a detailed Project Management Plan (PMP) for DRPT review and approval. This PMP will describe roles/responsibilities and establish protocols and procedures for internal coordination and external coordination, as well as protocols/procedures/templates for invoicing, progress reporting, administrative record filing (both emails and hard copies), communications, and other management-related operations. The PMP shall follow the guidance from FRA for *Monitoring Procedure 20 - Project Management Plan (PMP) Review* (<https://www.fra.dot.gov/eLib/Details/L16051>) in terms of structure and content.

The PMP shall include a PE Contract schedule as defined in Task 1.5. The PMP also shall include protocols for design and schedule coordination with ongoing projects within the CSXT corridor including the CSXT signals and communication design, Alexandria Fourth Track Project (AF interlocking to RO interlocking) and the L'Enfant Fourth Track and Station Improvement Project

(LE interlocking to CP VA).

The PMP shall be updated and submitted to DRPT, at a minimum, quarterly.

1.2 Quality Control Plan

The Contractor shall develop a Quality Control Plan (QCP), including detailed quality assurance/quality control procedures, for the Project. The QCP shall define the procedures for providing quality control reviews of all deliverables, providing quality assurance throughout the life of the Project, and maintaining quality records. The QCP shall ensure conformance with all applicable design criteria, standards, and requirements. A process shall be established to ensure non-conforming work, information, and documents are not used. QCP procedures shall also apply to all subconsultants or subcontractors.

1.3 Risk Management

After the 15% Design Submittal has been completed, the Contractor shall prepare and submit to DRPT an initial Risk Register that:

- Identifies potential risks,
- Identifies the entity responsible for each risk,
- Identifies parties other than the risk owner that are affected by each risk, and
- Evaluates each risk based on probability and severity.

The Contractor shall prepare and submit to DRPT a Risk and Contingency Management Plan (RCMP) that consists of the Risk Register and an initial risk management strategy that includes a mitigation plan to manage the impact of each unexpected event should it occur. The Contractor shall incorporate elements from the risk assessment into the design deliverables, where applicable. Prior to the completion of PE, the Contractor shall hold a formal Risk Assessment Workshop with DRPT that the Contractor will use to further inform the RCMP. The workshop will provide a more rigorous probabilistic analysis of the cost and schedule impact and provide additional input to the RCMP. The RCMP and Risk Assessment Workshop shall be used to determine the required amount of cost and schedule contingency necessary at this level of design. The Contractor shall apply the risk contingency to the Construction Cost Estimate and the Construction Schedule. The Risk Register shall be updated and submitted to DRPT at a minimum quarterly.

1.4 Coordination Meetings

This task includes the following meetings throughout the length of the Project:

- One (1) kick-off meeting with DRPT
- Weekly project management coordination meetings with DRPT – These meetings will be a combination of in-person meetings and conference calls.

- Design coordination meetings – discipline-specific meetings with DRPT and other stakeholders as directed by DRPT based on the requirements of the design review process detailed in Task 2.4
- Coordination meetings with adjacent projects – including the CSXT signals and communication design, Alexandria Fourth Track Project, and the L’Enfant Fourth Track and Station Improvements Project.

The Contractor shall develop a coordination meeting schedule ten (10) business days after notice to proceed. The Contractor shall also provide agendas for each meeting (at least three (3) business days in advance of the scheduled meeting), shall facilitate the discussions during the meetings, and shall submit minutes documenting each meeting.

As detailed below in Tasks 2.4 and 2.5, the Contractor shall be responsible for supporting environmental mitigation agreements, transportation analysis, design reviews, and preliminary ROW acquisition documentation with partner NEPA agencies and private parties such as The Portals and the Washington Marina Company. The Contractor shall supply support graphics, designs, and consultant architectural designs necessary to complete the design process detailed in Task 2.4.

See Task 3, Stakeholder and Public Outreach, for additional meeting requirements.

1.5 Project Administration and Management

The Contractor shall submit a detailed Preliminary Engineering design schedule within 14 days of NTP which shall contain all the activities, tasks, events, meetings, reviews, and deliverables for the duration of the project. The schedule shall complete all deliverables for the PE Contract within 24 months from NTP. The schedule shall be reviewed by DRPT. The Contractor shall address the review comments, update the schedule, and resubmit to DRPT. The Contractor shall submit monthly schedule updates with the monthly progress report and invoice. It is the responsibility of the Contractor to propose recovery measures, mitigate delays, and update the sequence and logic of activities to avoid delays to the critical path.

In addition, this task will include:

- Overall technical direction and oversight of the Contractor’s team
- Monthly Progress Reports and Invoicing
- Electronic and paper record keeping for the purposes of maintaining an administrative record, which includes, but is not limited to, electronic copies of all deliverables in native (Word, Excel, CAD, etc...) and PDF format

1.6 CSXT Coordination and Right-of-Way (ROW) Access

The Contractor shall ensure that all activities in the PE Contract and the design prepared for the Long Bridge Project complies with FRA regulatory requirements for safety and security, including

standards, specifications, regulations, design handbooks, safety design checklists, and other sources of design guidance.

The project is located within and adjacent to CSXT ROW. The design shall comply with all FRA regulations and CSXT criteria and standards. If differences exist between the FRA regulations and CSXT criteria and standards, the more stringent of the requirements shall apply. Deviations from those standards shall be addressed by means of a design waiver and submitted to DRPT for approval by CSXT. The Contractor shall prepare design waivers for all exceptions to design criteria including but not limited to the following known deviations included in the conceptual design:

- Track centers under Maryland Avenue SW near 12th Street SW
- Horizontal clearance under Maryland Avenue SW near 12th Street SW
- Vertical clearances for new bridges over I-395 and Maine Avenue SW
 - The Contractor shall also provide documentation to DRPT for obtaining design exceptions for vertical clearances over I-395 and Maine Avenue SW from FHWA and DDOT.

The Contractor shall coordinate with CSXT to obtain a temporary Right of Entry Permit and CSXT flagging services for project activities within CSXT ROW. The Contractor shall coordinate with CSXT on all field reconnaissance, data collection, site assessment, and other necessary tasks, including Property Owner Notifications. Contractor project staff accessing the CSXT ROW shall have federally mandated training including annual CSXT-certified Roadway Worker Protection training consistent with 49 CFR Part 214. Contractor team field personnel shall be equipped with required Personal Protective Equipment in compliance with federal regulations and CSXT requirements. The Contractor shall copy DRPT on all coordination and correspondence with CSXT.

CSXT will be performing all signal and communication design for the Project. The Contractor shall regularly coordinate PE design elements and plans with CSXT to ensure a fully coordinated PE plan set. The Contractor shall include the signal and communication plans designed by CSXT in the PE plans.

Task 2.0: Preliminary Engineering

This task includes PE design for all elements of the Project to be advanced from the conceptual design completed during the Long Bridge Project EIS to Preliminary Engineering level. Preliminary Engineering is generally defined as 30% plans, though some elements of the design must be more advanced than 30% to meet the contract requirements, including acquisition of ROW, and some elements of design may be slightly less than 30%. The PE design shall include detail consistent with Section III. Deliverables to establish a proof of concept that as presented is

constructible given the project constraints and update the footprint and limits of disturbance of the Project to define ROW needs with enough detail to allow the purchase of ROW, probable construction costs, agency permitting and project approvals, and support the preparation of design-build bids. PE design shall adhere to all applicable design criteria including, but not limited to the standards, specifications, and publications outlined in Section II. Description of Work and including any requirements of Authorities Having Jurisdiction (AHJ) (pertaining to the engineering or regulatory requirements of the agency with authority over the resource or land as it relates to project facilities or project elements).

The Contractor shall review the Long Bridge EIS Project *Basis of Design – Technical Criteria for Conceptual Engineering* (Long Bridge BOD) (http://longbridgeproject.com/wp-content/uploads/2019/09/AppendixB2_BasisoDesignReport_LongBridgeDEIS.pdf) to understand the design criteria, standards, agreements between stakeholders, and design approach used during the preparation of the Conceptual Engineering Plans. The Contractor shall use the Long Bridge BOD and Conceptual Engineering Plans as the starting point for the Preliminary Design. The Contractor shall utilize the Long Bridge BOD as the foundation of the Preliminary Engineering Basis of Design (PE BOD) and shall update the PE BOD to document the design approach, codes, technical criteria, specifications, standards, and agreements utilized during the preparation of the PE design. The PE BOD is anticipated to be a living document and the Contractor shall update the document throughout the project to add additional agreements and modify criteria as needed. The PE BOD shall be submitted for review prior to the 15% Design Submittal.

In addition to the FRA and other technical stakeholders, NPS will be engaged in design reviews based on the Final Environmental Impact Statement, Record of Decision, draft Mitigation Agreement and a Section 106 Programmatic Agreement. The Contractor shall be responsible for supporting environmental mitigation agreements, design reviews, transportation analysis (baseline parking counts and traffic counts including bicycle and pedestrian traffic), site planning and preliminary ROW acquisition documentation with partner NEPA agencies and private parties such as The Portals and the Washington Marina Company.

All CAD drawings associated with the preliminary engineering design shall comply with the CSX Transportation's *Standard Specifications for the Design and Construction of Private Sidetracks* supplemented by Section 10: Drafting Standards of the *DDOT Design and Engineering Manual*.

2.1 Survey

In order to support the subsequent design-build procurement, the Contractor shall complete survey and mapping collection to a final design level for rail and roadway corridors. The Contractor shall develop the survey and mapping needed to achieve final design level survey for this project including, but not limited to, the following:

- Delineate railroad ROW
- Establish horizontal and vertical control
- Acquire current digital aerial photography to produce aerial mapping
- Develop geo-rectified photogrammetric topographic mapping
- Develop planimetric features from aerial photography, etc.
- Perform conventional topographic surveys for obscured areas
- Determine 100-year floodplain as shown on Federal Emergency Management Agency (FEMA) maps
- Determine top of rail and crosstie elevations
- Perform sanitary and storm sewer surveys
- Perform bridge surveys for existing railroad and highway bridges including clearances, minimum waterway width, and height from the Mean High-Water Level
- Perform hydraulic surveys for railroad bridges over waterways
- Develop survey control sheets
- Compile property ownership information including title searches, existing third-party agreements, and easements for properties adjacent to, or potentially impacted by the planned project work.
- Research existing as-builts, tunnel location, and survey the top of the Washington Metropolitan Area Transit Authority (WMATA) tunnel and, if necessary, the tunnel portal to gather enough information to allow for structural design of the proposed bridge as the proposed alignment crosses the tunnel.

The survey and mapping must comply with Section 11: Control Survey and Topographic Mapping of the *DDOT Design and Engineering Manual*. All survey topographic information must comply with National Map Standards for the scale of mapping (<http://nationalmap.gov/standards/nmas.html>). ROW surveying is to be performed in accordance with the most recent *Manual of Practices for Real Property Surveying* published by the Government of the District of Columbia, Department of Consumer and Regulatory Affairs, Office of the Surveyor for the District of Columbia.

The Contractor shall provide all survey and mapping files in compliance with Section III of this RFP.

The Contractor shall provide traffic and parking counts, including all modes of traffic, surrounding each temporary and permanent impact location for the Long Bridge Project.

2.2 Subsurface Utilities

The objective of this task is to research and designate existing subsurface utilities in the corridor to identify potential underground utility conflicts. The Contractor shall perform utility designation in compliance with Quality Level “B,” as defined in CI/ASCE 38-02, Standard Guideline for the

Collection and Depiction of Existing Subsurface Utility Data. Existing non-tonable utilities, i.e. plastic, asbestos, concrete shall be depicted as Quality Level “C” or “D.” CSXT, utility owners, and other affected stakeholders shall be contacted in order to request and acquire records of the existing underground facilities. Utility record information shall be used as an aid in the identification of the number, identity, size, and material of utilities located in the field. The Contractor’s utility investigation shall comply with Section 9.4 of the *DDOT Design and Engineering Manual*, and Chapter 13 of the *Virginia Department of Transportation (VDOT) Survey Manual*. If differences exist between the above-stated standards, the more stringent of the standards shall apply. The Contractor shall perform the following components:

- Provide the necessary support for locating utilities, underground facilities, and proposed utility relocations along the project area
- Exercise professional judgement to correlate data from different sources and to resolve conflicting information
- Update electronic files, and other associated documents to reflect the integration of Quality Level “B” information
- Recommend follow-up investigations (e.g., additional surveys and/or consultation with utility owners) as may be needed to resolve discrepancies
- As appropriate, amend the indicated quality level of depicted information

The Contractor shall provide the Subsurface Utility File in CADD and GIS format as per Section III of this RFP.

2.3 Geotechnical Exploration and Design

The Long Bridge Project EIS Geotechnical Engineering Report (Conceptual GER) developed during the Long Bridge EIS Project aggregated all available geotechnical information from the site and provided concept-level geotechnical recommendations.

Key geotechnical issues to evaluate during PE include but are not limited to trackbed design, pavement design, foundation support for the bridges and walls, the potential for embankment and trackbed settlement, and whether ground improvements are necessary. A Preliminary Geotechnical Engineering Exploration Plan for Long Bridge (Exploration Plan) was previously prepared by the Atlantic Gateway program to support the advancement to PE by providing a suggested preliminary geotechnical engineering exploration program for informational purposes.

The Contractor shall review the Exploration Plan to confirm its recommendations and provide suggested modifications to the Exploration Plan based on their understanding of what geotechnical exploration and testing will be required to complete PE for the Project. The Contractor shall submit an updated, detailed Preliminary Geotechnical Engineering Exploration Plan to DRPT for review.

After acceptance of the updated Preliminary Geotechnical Engineering Exploration Plan prepared by the Contractor, the Contractor shall execute the approved subsurface exploration plan. The

execution of the subsurface exploration program shall be supervised by a Professional Engineer licensed in the District of Columbia and the Commonwealth of Virginia. The Contractor shall document the findings from the field exploration in a PE Geotechnical Engineering Report.

At a minimum, the exploration plan required for PE shall be designed to collect information to support the evaluation and design of the following project elements during PE:

- Bridge foundations
- Retaining walls
- Ground improvement and/or settlement waiting periods for embankment construction
- Slope stability of existing slopes where tracks will be shifted or constructed
- Embankment slope laybacks
- Reuse of excavated material as backfill
- Proposed track structure
- Proposed pavement design
- Impacts to existing structures

Subsurface exploration requirements shall be developed considering the following publications:

- *DDOT Design and Engineering Manual*, dated January 2019
- *AREMA Manual for Roadway Engineering*, dated April 2018
- *AASHTO LRFD Bridge Design Specifications*, Eighth Edition, 2017

The Exploration Plan for Long Bridge prepared by the Atlantic Gateway program is provided with the information available with the RFP.

2.4 Support for Environmental Permitting, Agency Coordination, and Agreements

As part of the development of the Long Bridge EIS, DDOT and FRA worked with its partner agencies to ensure compliance with its obligations under the National Environmental Policy Act (NEPA). Concurrent with the NEPA process, the Lead Agencies facilitated public and agency participation and coordination in compliance with Section 4(f) of the USDOT Act of 1966 (Draft Section 4(f) Evaluation, Consultation) and Section 106 of the National Historic Preservation Act of 1966 (NHPA). As part of this consultation, the Lead Agencies agreed to a design review process for aspects of the project that introduce new structures and elements in historic districts. The Design Review process is documented in the Section 106 Programmatic Agreement and Mitigation Agreement.

Parties to the Design Review include: DRPT, FRA, DDOT, District of Columbia State Historic Preservation Officer (DC SHPO), Virginia Department of Historic Resources (VDHR), National Capital Planning Commission (NCPC), Commission of Fine Arts (CFA), NPS, and Concurring Parties to the Section 106 Programmatic Agreement.

The Contractor shall work with DRPT to develop and implement a design review process as agreed to by the Parties as part of the Section 106 Programmatic and Mitigation Agreements, and in compliance with the necessary permitting processes.

As part of the Project obligation to the Parties, the consultant shall support DRPT to complete the design through a review process. The review process requires the Contractor to develop aesthetic treatments that are compatible with the character of existing historic properties in the area of potential effects (APE), including developing at least three (3) proposed treatment concepts and a preferred treatment for inclusion in the PE design, unless otherwise dictated by DRPT. PE design shall include consideration of construction controls to mitigate noise, vibration, and visual impacts – including minimizing the footprint of construction staging areas identified in Task 2.6, allowing for aesthetically pleasing construction fencing and screening between construction staging areas and cultural resources, and locating construction staging areas away from sensitive views and viewsheds.

Aside from the processes described above, the Contractor shall include the details regarding process and implementation of the design, construction impacts, and all other mitigations as outlined in the FEIS, ROD, Section 106 Programmatic Agreement, and Mitigation Agreement and assess the implications on the engineering design work and critical path items for the Long Bridge project.

The Contractor shall ensure the design is consistent with and coordinated with all agency approvals as documented in the ROD. For example, environmental clearances for I-395 and Maine Avenue SW; areas of FHWA right-of-way, including the use of airspace over I-395 shall be coordinated with DRPT, FHWA and DDOT.

The Lead Agencies developed the Agency and Public Coordination Plan (Appendix A2 of the Draft EIS http://longbridgeproject.com/wp-content/uploads/2019/09/AppendixA2_AgencyPublicCoordinationPlan_LongBridgeDEIS.pdf), as required by Efficient Environmental Reviews for Project Decision-making, which gives a detailed description of the methods used to engage all stakeholders in the NEPA process and throughout the Project's development. Following completion of the EIS, DRPT will be responsible for continuing agency and public involvement for the Project through the preliminary design, final design, and construction stages and ensuring implementation of all commitments and mitigation measures presented in the environmental document. Therefore, the Contractor shall support these efforts through the advancement of design to PE.

Once available, the Contractor will be responsible for reviewing and understanding the environmental commitments identified in the Long Bridge ROD, Section 106 Programmatic Agreement, and Mitigations documents (draft versions can be made available if not yet, publicly available document) and developing a Mitigation, Monitoring and Reporting Program (MMRP).

The development of the MMRP will include the following deliverables to DRPT:

1. The Contractor shall submit an initial list of the commitments to DRPT for approval. This list shall include the timing of completion required for the commitment, agency or stakeholder coordination needed, preliminary cost estimates, and identification of the AHJ over the resource.
2. As part of the 15% design submittal, the Contractor shall submit to DRPT a plan for implementation of applicable environmental commitments for approval. The implementation plan will build on the preliminary MMRP submittal and include but is not limited to defining the roles and responsibilities required to implement the applicable environmental commitments for the Project.

Environmental commitments include permitting requirements as well as other approvals, tasks, and plans committed as part of the Long Bridge ROD as minimization, avoidance or mitigation for the proposed action. The controlling regulations and permits required at the local, state, and federal level include, but is not limited to, the following:

- Section 401 of the Clean Water Act—Water Quality Certification
- Section 402 of the Clean Water Act—National Pollution Discharge Elimination System
- Section 404 of the Clean Water Act—Dredge and Fill Materials
- Section 408 of the Clean Water Act—USACE permission to alter or occupy civil works projects previously constructed by the Corps such as dams, levees, or flood channels
- Code of Virginia Title 28.2 Chapter 12 Submerged Lands—VMRC
- Code of Virginia Title 28.2 Chapter 13 Wetlands—VMRC and Wetlands Boards
- Code of Virginia Title 62.1 Chapter 3.1 - VPDES Permit Program Regulation
- Code of Virginia Title 62.1 Chapter 3.1 – Virginia Water Protection Permit
- Section 9 of the Rivers and Harbors Act—United States Coast Guard
- Section 10 of the Rivers and Harbors Act—USACE
- MS4 Permit—Small Municipal Separate Storm Sewer Systems
- Title 14 of the Code of Federal Regulations (14 CFR) Part 77- FAA Notice of Proposed Construction or Alteration of Airport Airspace
- Director’s Order #53- Department of the Interior, National Park Service, Special Use Permit
- Airspace lease pursuant to D.C. Official Code § 10– 1121.01- § 10–1121.13 (for DDOT airspace approval over Maine Avenue SW)
- 23 CFR 713B for management of airspace on Federal-aid highway systems for nonhighway purposes (for FHWA airspace approval over I-395)

After DRPT acceptance of the MMRP, the Contractor shall coordinate with DRPT to determine the potential use of Nationwide and/or Regional permits. DRPT will conduct a delineation of wetlands/waters of the U.S. (WOUS) within the corridor to confirm the limits of jurisdictional

features. This will be completed via Preliminary Jurisdictional Determination (PJD). A digital file of these features shall be provided to the Contractor.

To assist DRPT in the preparation of the application to obtain water quality permits, the Contractor shall prepare impact exhibits and cross sections in accordance with 9VAC25-210-80 upon completion of the Railroad Design Plans and Mass Grading Plans. The Contractor shall also assist DRPT in the preparation of remaining permit applications by preparing impact exhibits and cross sections in accordance with agency requirements as part of the Preliminary Engineering Plans submittal.

The Contractor will be expected to coordinate with DRPT on any project work that is managed by NPS, and that may impact the 15% and/or Preliminary Engineering design submittals (e.g. underwater archeology investigation). The Contractor shall coordinate any appropriate NPS work with the corresponding design at the appropriate level of design.

The Contractor is responsible for completing the PE design within the limits of disturbance (LOD) and impacts of the National Environmental Policy Act (NEPA) commitments established in the EIS. If the Contractor finds that this is not achievable during PE design, the Contractor shall determine where the impacts exceed the LOD and NEPA commitments, identify specific locations and environmental impacts from the changes to the LOD, and coordinate the findings with DRPT. DRPT will lead the initiation of modifications to the EIS. The Contractor shall provide technical work products to support DRPT with required modifications to the EIS.

Included as information is the Long Bridge Project permits list compiled during the Draft EIS phase. This list is not exhaustive, and the permits list is provided as a basis for identifying key permits and jurisdictional bodies. The Contractor shall coordinate necessary permitting with these entities and any others which may be deemed necessary, as applicable. The Contractor shall also update this list of permits as needed throughout the PE Contract.

2.5 ROW Acquisition and Relocation Documentation

During this task, the Contractor shall identify ROW impacts based on the PE design. The Contractor will follow VDOT acquisition procedures for private property acquisition, and local, federal and District of Columbia right of way considerations and processes for acquisition, where appropriate. VDOT, on behalf of DRPT, will be performing all ROW transactions for the Long Bridge Project, unless otherwise directed by DRPT.

The Contractor shall perform all necessary work to support the ROW acquisition process. Property acquisition may be necessary for structures, grading, access roads, roadways, or stormwater management facilities. Information available to date shall be reviewed, supplemented, and modified as necessary to support the design. The Contractor shall identify parcels for which early access may be required and for which acquisition should be given early attention.

The Contractor shall prepare the ROW Acquisition Plans for all properties with a ROW impact. A ROW impact is described as a parcel where land acquisition, temporary easement, or permanent easement is required. These easements shall include utility easements as well as access, construction, and maintenance easements. The Contractor shall identify temporary easements as part of the PE design, and make every effort to minimize all property easements, including temporary construction easements. The ROW Acquisition Plans will be used by DRPT to purchase property identified during PE.

The Contractor shall be responsible for supporting the development of ROW acquisition documentation with partner NEPA agencies and private parties.

2.6 Railroad Design

Railroad design work shall include horizontal and vertical track alignments that maximize operating speeds, efficiency, maintainability, and safety while minimizing impacts on the environment, third parties, ROW requirements, existing railroad operations during construction, and costs. The Contractor shall conduct analysis and provide design of the railroad roadbed for the optimal alignment configuration and special trackwork considerations. Analysis and design will be accomplished using American Railway Engineering and Maintenance-of-Way Association (AREMA) recommended practices, Long Bridge BOD, and CSXT standards, coupled with FRA regulatory requirements. If differences are identified between the applicable criteria and standards, the more stringent of the regulations shall apply.

The Contractor shall develop railroad design that includes but is not limited to the following elements:

- Horizontal alignments
- Vertical profiles
- Track geometry
- Typical sections
- Cross sections (at 50-foot increments)
- Cross-drainage structures
- Retaining walls
- Special trackwork (such as crossovers, interlockings, etc.)
- Track charts (design speeds, curvature, and grades)
- ROW Impacts
- Utility conflicts/relocations
- Construction limits
- Preliminary Construction Phasing Plans (to maintain uninterrupted service)
- Permanent access roads
- Temporary access roads and staging areas for construction

- Design Coordination with CSXT signals and communication design, Alexandria Fourth Track Projects and L'Enfant Fourth Track and Station Improvements Projects and including but not limited to track alignment, grading limits, and interlocking modifications

The Contractor shall submit the railroad design deliverables as defined in Section III of this RFP.

2.7 Maintenance of Traffic

Temporary vehicular lane closures and temporary detours will be required as a result of soil boring work and project construction. It is anticipated that the proposed work may affect, but is not limited to, the following areas:

- George Washington Memorial Parkway
- Mount Vernon Trail
- Ohio Drive SW (two crossings)
- National Park Service (NPS) parking lots
- I-395 North
- I-395 South
- Maine Avenue SW
- Maiden Lane SW
- 14th Street SW (Route 1)

The Contractor shall develop maintenance of traffic plans consistent with the Long Bridge ROD commitments and the Section 106 Programmatic and Mitigation Agreements as part of this task. Standard maintenance of traffic and detour design will be based upon standard procedures outlined in the *DC Temporary Traffic Control Manual* and the *Manual on Uniform Traffic Control Devices* (MUTCD).

The Contractor shall also develop maintenance of traffic plans for navigable waterways for the Potomac River and Washington Channel. These plans shall be prepared for review by the United States Coast Guard (USCG) as part of the USCG Bridge Permit process, and for use in discussions with the District of Columbia Council members and the public.

2.8 Structural Design

This task will define the structural requirements at grade separations, drainage, and waterway crossings. The Contractor shall prepare a Bridge TS&L Report, along with bridge plans for PE. There are eight (8) proposed grade-separated railroad crossings and two (2) proposed bicycle and pedestrian bridges. During the refinement of the conceptual alignment and development of the preliminary alignment, the Contractor shall identify and mitigate, to the extent possible, factors that impact the structures. The Contractor shall analyze each structure location for the best structural solution. Live loads for steel structures shall consider both the Cooper E-90 loading and

the Alternate Live Load with full diesel impact; whichever produces the greater stress. Live loads for concrete structures shall consider Cooper E-90 loading with full diesel impact. Loads resulting from proposed bridges shall not be allowed to impart additional loads or increase the loading on existing structures that are adjacent to the proposed structure. The Contractor shall ensure that the PE design complies with the clearances established in the Preliminary USCG Navigation Clearance Determination.

The Contractor shall determine locations and shall design required crash walls based on CSXT and FRA requirements. The Contractor shall prepare crash wall plans and details.

Structural design shall be developed to provide the following bridge plan information:

- General Plan, Elevation and Transverse Section
- Proposed superstructure including type, number of girders, and structure depth
- Proposed substructure including a typical plan and elevation view for abutment and piers
- Horizontal alignments
- Vertical profiles
- Minimum vertical and horizontal clearances (existing and proposed)
- Minimum waterway width and height from the Mean High-Water Level
- Typical sections
- Soil and foundation type considerations
- Retaining walls (location, type, and height)
- ROW Impacts
- Utility conflicts/relocations
- Phasing to maintain operations during construction including any temporary structures

The structural design shall be documented in the PE BOD and consider the following publications:

- *DDOT Design and Engineering Manual*, dated January 2019
- *AREMA Manual for Railway Engineering*, dated April 2018
- *AASHTO LRFD Bridge Design Specifications*, Eighth Edition, 2017
- *AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges*, dated December 2009
- *CSXT Design & Construction Standard Specifications*
- *CSXT Public Project Information For Construction and Improvement Projects That May Involve the Railroad*, dated July 2017
- *Washington Metropolitan Area Transit Authority (WMATA) Adjacent Construction Project Manual*, dated September 2015
- USCG Design & Engineering Standards
- NPS Structural Engineering Standards

2.9 Civil Engineering

Roadway, Bicycle, and Pedestrian Facilities

The Contractor shall prepare Roadway Improvement Plans and Bicycle and Pedestrian Facility Improvement Plans consistent with the Long Bridge ROD commitments, the Section 106 Programmatic and Mitigation Agreements, and roadway, parking lot, and bicycle and pedestrian facility impacts identified during the PE Contract. The PE design shall consider the latest edition of the following:

- *DDOT Design and Engineering Manual*
- *AASHTO, A Policy on Geometric Design of Highways and Streets*
- *National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide*
- *NPS Active Transportation Guidebook*

Other considerations should include the DC Bicycle Master Plan and Arlington Master Transportation Plan, as well as the interconnectivity with existing trails in the region, including but not limited to, Rock Creek Trail and Mt. Vernon Trail.

Site Grading/Drainage/Erosion and Sediment Control

Proper drainage from railroads, roadways, and bridges is critical to providing safe conditions and maintaining transportation infrastructure. The Contractor shall adequately design drainage and stormwater management structures to adequately convey design flows while meeting the needs of multimodal transportation users. All designs shall consider the Long Bridge ROD commitments, the Section 106 Programmatic and Mitigation Agreements, environmental concerns, floodplain impacts, erosion and sediment control measures, and the protection of structures.

All current federal, state, and District of Columbia regulations pertinent to the design of drainage and stormwater management shall be adhered to, which may include Best Management Practices (BMPs) or alternative requirements from the Long Bridge ROD. Additionally, within the CSXT ROW, special attention shall be paid to the surface drainage, grading, and stormwater management best practices and standards found within the latest editions of the *AREMA Manual for Railway Engineering*, *CSXT Public Project Information For Construction and Improvement Projects That May Involve the Railroad*, *CSXT Design & Construction Standard Specifications*, *Virginia Stormwater Management Handbook*, and the *DOEE Stormwater Management Guidebook*. If differences exist between the above-stated regulations, the more stringent of the regulations shall apply.

In conjunction with the development of the track plans and related roadway improvements, grading plans shall be prepared. The Contractor shall document hydrologic and hydraulic analysis illustrating the existing and proposed capacity of hydraulic structures and establishing the need for

improvements, if any, in a Hydrology & Hydraulics Report. The Contractor shall conduct scour analysis and a detailed flood hazard analysis to demonstrate adequacy of proposed structures. The Contractor also shall prepare a Soil Erosion and Sediment Control Plans showing the site's existing topography, indicating how it will be altered, identifying the control measures that will be installed, and describing how and when these controls will be implemented and maintained. All erosion and sediment control measures shall be consistent with the requirements of the Long Bridge ROD and follow the current *DC Department of Energy and Environment Soil Erosion and Sediment Control Handbook* and *Virginia Depart of Environmental Quality Erosion and Sediment Control Handbook*.

Landscaping

The Contractor shall develop landscaping plans where temporary and permanent impacts are present that meet the requirements of the Long Bridge ROD commitments, the Section 106 Programmatic and Mitigation Agreements, and the MMRP described in Task 2.4 above. These plans shall include, but are not limited to:

- Appropriate measures to protect mature trees along the limits of disturbance; and
- Mitigation measures such as planting of trees or other vegetation to offset permanent impacts to existing vegetation buffers in coordination with NPS and other property owners.

Landscaping plans shall incorporate any relevant drainage and stormwater management designs, such as BMP and revegetation to mitigate erosion and project impacts.

2.10 Utility Design

The Contractor shall be responsible for the preliminary design of water and sanitary sewer utility relocation and the preparation of Preliminary Utility Relocation Plans. Proposed relocations of water and/ or sanitary sewer facilities shall be designed in accordance with the utility owner's requirements and standards. The approximate horizontal location of proposed water and sanitary sewer lines shall be coordinated with the utility owner during PE. Approximate easements required and preliminary horizontal alignments for water or sanitary sewer shall be shown on the Preliminary Utility Relocation Plans. All utility information obtained through Task 2.2 Subsurface Utilities shall be shown on the Preliminary Utility Relocation Plans. The Contractor is responsible for coordinating the relocation of all utilities other than water and sanitary sewer.

The Contractor shall develop a matrix of potential impacts to all utilities in order to determine a preliminary cost and impacts to construction schedule. The Contractor shall research and determine if there are any prior rights for Private Utilities with CSXT or the local government.

2.11 Construction Cost Estimate

The Contractor shall use the FRA Standard Cost Category Worksheet to prepare a Construction Cost Estimate based on quantities from each design submittal. The cost estimate should be

supplemented with estimated quantities for major categories not included in the PE design and percentage costs for quantity categories that are indeterminate based on the level of design. The cost estimate shall include but is not limited to all engineering, ROW acquisition, utility relocation, construction, construction engineering support, construction inspection, agency oversight, and contingency reserves. Emphasis should be placed on identifying any high-risk items and applying a contingency which shall be appropriate for the level of design at each submission. The construction cost should include, but not be limited to, major items such as new bridges, railroad, retaining walls, major drainage, environmental mitigation, utilities, and hazardous waste remediation. Additionally, the Contractor shall consider costs commonly associated with railroad-specific work including flagmen, watchmen, force account reviews, prevailing wage, Buy America, and the impacts on productivity when working on an active railroad.

During the course of the Project, the Contractor shall coordinate to determine what components of the Project will be constructed by CSXT. For those elements of the project that CSXT will construct, the Contractor shall use CSXT estimated costs.

The Contractor shall prepare the cost estimate based on linear segments broken at logical points along the alignment to allow for future flexibility in implementation of the project. The Contractor shall submit the Construction Cost Estimate with the linear segmented costs and provide an aggregate project cost that rolls up from the segmented costs in a worksheet. The cost estimate shall be presented in the Standard Cost Category (SCC) format as defined in FRA's Capital Cost Estimating Guidance, August 30, 2016 (<https://www.fra.dot.gov/eLib/Details/L17452>); and Monitoring Procedure 33, SCC Worksheets reference (<https://www.fra.dot.gov/eLib/details/L16055>). Using the FRA Standard Cost Category Worksheet, the Contractor shall report the cost in Year of Expenditure dollars.

The Contractor shall develop a Cost Estimate and Unit Cost Methodology Memorandum documenting background for costing assumptions, unit costs, contingency, risk-based unit prices, etc. in accordance with FRA's Cost Estimating Guidance for Capital Projects.

The Contractor shall submit an updated Construction Cost Estimate and Cost Estimate and Unit Cost Methodology Memorandum with each design submittal.

2.12 Construction Schedule

The Contractor shall develop a milestone schedule for construction of the Long Bridge Project. This schedule shall indicate an individual schedule for the construction of each of the eight (8) proposed rail bridges and two (2) proposed bicycle and pedestrian bridges. These schedules shall be combined into a master schedule displaying how the construction of bridges and other track work will be phased to achieve the full construction of the project with minimal impacts to railroad operations.

The Contractor shall submit an updated construction schedule with each design submittal.

2.13 Technical Specifications

As part of each design submission, the Contractor shall submit a matrix of all Standard Technical Specifications and Project Specific Performance Specifications that are proposed for the project. The Contractor shall indicate each specification as Invoke, Delete, or Modify to signify which specs are required for the project, not necessary for the project, or need modification to be applicable to the project.

The Contractor shall prepare all project specific performance specifications necessary to define the requirements of the project to allow bids to be prepared by a design-build contractor. The project specific performance specifications shall be submitted for review at each design submission.

Task 3.0: Stakeholder and Public Outreach

3.1 Public Involvement Plan (PIP)

DRPT and/or its designated agent will serve as the primary point of contact for coordination among stakeholders including general coordination, meeting setup, and official communications unless otherwise directed by DRPT's Project Manager. The Contractor shall develop a detailed PIP for the Project that includes, but is not limited to:

- Title VI compliance and reporting
- Monitoring metrics for engagement
- Roles and responsibilities of all parties involved in the project
- Public meeting timeline
- Communication strategies
- Contact information
- Media relations plans
- Types and numbers of meetings
- Key community stakeholders
- Engagement expectations
- Public meeting tracking template
- Schedule for well-planned outreach

Development of the PIP also includes but is not limited to:

- Meeting with DRPT to discuss revisions and additions to PIP
- Completing two rounds of revisions based on consolidated and reconciled comments provided by DRPT
- Preparing the final PIP as a PDF document and providing two (2) bound hard copies

- Performing two (2) rounds of revision to the PIP to address ongoing process-related changes

3.2 Stakeholder Outreach

Stakeholders for this project will include at a minimum: DDOT, VRE, NPS, all signatories of the Programmatic Agreement for the FEIS, Arlington County, private property owners impacted by the engineering design, Amtrak, CSXT, FRA, FHWA, and WMATA. Additional stakeholders will be identified in coordination with DRPT and in preparation of the Interagency Coordination Plan. The Contractor shall develop the Interagency Coordination Plan, which will identify stakeholders and contact information as well as outline their involvement, roles, and responsibilities throughout the Project. Development of this plan will include, but is not limited to:

- Meeting with DRPT to discuss interagency coordination strategy, attendees, meeting types and timeframes, goals, objectives, and roles and responsibilities
- Providing input to address roles and responsibilities of each agency
- Providing input to the narrative for the draft plan

The Contractor shall support monthly stakeholder coordination meetings, which are anticipated for the duration of the project. The Contractor shall schedule meetings, prepare meeting agendas and materials, and generate meeting minutes for these stakeholder meetings. DRPT and/or its designated agent will serve as the primary point of contact for coordination among stakeholders including general coordination and official communications unless the Contractor is otherwise directed by DRPT's Project Manager.

The Contractor shall develop a Stakeholder Issues Matrix to aid in tracking issues that are identified during coordination meetings and document correspondence with stakeholders.

3.3 Public Outreach

Public Meetings

Three (3) public meetings will be scheduled throughout the project at key milestones as agreed to by DRPT and included in the PIP. Public meetings shall be coordinated with the DDOT EIS project meeting schedule. Public meetings shall be consistent with public outreach commitments identified in the Long Bridge ROD.

The Contractor shall schedule all public meetings, secure locations, provide materials, and support the public notification process as described in the PIP. The public information meeting format may include display boards, presentations, and informal discussions between project team members and meeting attendees. Information packets containing meeting handouts/fact sheets, maps, and/or comment forms will be available to meeting participants.

The Project website, newspaper advertisements, press releases, email blasts, local distribution of meeting flyers (nearby public facilities, community groups), and social media will be used to publicize all public meetings. Experience with the District of Columbia Title VI process and the Commonwealth of Virginia's requirements for accessibility for disabilities and persons with Limited English Proficiency (LEP) for public meeting materials and public meetings is expected. The public meetings will be accessible to persons with disabilities and persons with LEP. Language interpretation services, such as an interpreter or sign language services, will be made available when needed and public notices announcing these meetings will provide instructions for requesting these services. All questions and comments received during the public meetings will be summarized for the record in public meeting reports. All written comments, including correspondence and comment sheets, will be scanned and filed in accordance with the Project's PMP procedures for record filing (see Task 1.1). The Contractor shall create a Public Engagement Report at the close out of the project documenting all public engagement efforts throughout the project.

Other Community Outreach

Throughout the study process, it is anticipated that requests will be made for presentations to local community groups, Chambers of Commerce, or other special interests along the corridor. If requested, the Contractor shall prepare for and attend such presentations as needed. In addition, the Contractor shall develop an electronic "Meeting in a Bag" concept to provide to metropolitan planning organizations (MPOs), Chambers, universities, large employers, Title VI groups, and other standing meeting organizations with study information in a PowerPoint format along with handouts and comment forms.

Website

The above referenced website has been developed for the Project: www.longbridgeproject.com. This website includes the Project description, Project schedule, public involvement, related studies and resources, and contact information. DDOT will maintain the project website through the conclusion of the EIS Project. At the conclusion of the EIS Project, ownership of the website will be transferred to DRPT. The Contractor shall provide DRPT materials to allow DDOT and DRPT to make routine updates to the project website. The website allows visitors to sign up for the mailing list (to be included in future email blasts and meeting notifications) and will include a web form for visitors to submit comments and questions electronically.

Mailing List

At the conclusion of the EIS Project, DRPT will obtain the latest mailing list from DDOT and provide to the Contractor. The Contractor shall maintain the electronic mailing list of elected officials, public agency contacts, property owners adjacent to the study area, stakeholders and community groups, and members of the public with an interest in the Project. The mailing list will be used to distribute meeting announcements and information about the Project. The mailing list

shall be updated throughout the life of the Project to include new contacts obtained from meetings and from the Project website.

Task 4.0: Design-Build Technical Requirements

4.1 Design-Build Technical Requirements

The Contractor shall define all requirements necessary in terms of plans, performance specifications, and any other technical requirements that will guide the development of a future design-build RFP – referred to holistically as the Project Technical Requirements (PTR). The Contractor shall format and organize the PTR which will establish the requirements that the design-build team will be required to meet or exceed in their subsequent offer. This shall include a list of references, information, and special provisions of applicable federal, state, and local laws, CSXT, and FRA Standards. The PTR's shall identify cases where requirements exceed the minimum design standards. The Contractor shall identify all standing agreements, permits, design exemptions, and special design aspects to which the design-builder must adhere.

The Contractor shall structure the PTR document by the following outline:

- Project references and description
- Requirements for all the design subtasks listed in Task 2 of this RFP

The Contractor's services will not include preparation of procurement documents, procurement process management, procurement coordination, preparation of Requests for Qualifications (RFQs) or Request for Proposals (RFPs) for the solicitation of Design-Build Contractors, or other related functions.

Task 5.0: Scope of Optional Services

The Contractor shall not perform any of the Optional Services unless scope and fee have been negotiated and authorization in writing has been issued by DRPT. In addition to demonstrating technical qualifications and expertise for the tasks described in this document, the Contractor shall also demonstrate the technical qualifications and expertise to complete the potential additional services outlined in this section.

5.1 Action Alternative B (Optional)

If DRPT requires design development of Action Alternative B, as defined in the Long Bridge DEIS, DRPT reserves the right to have the Contractor prepare a scope and fee for the advancement of the design of Action Alternative B to PE. PE shall consider all applicable tasks as outlined in this document, including:

- Section II: Description of Work
 - Task 1.0 Project Management and Coordination

- Task 2.0 Preliminary Engineering
- Task 4.0 Design-Build Technical Requirements
- Section III: Deliverables
 - Task 1.0 Project Management and Coordination
 - Task 2.0 Preliminary Engineering
 - Task 4.0 Design-Build Technical Requirements

5.2 Signals and Communication (Optional)

The existing CSXT tracks have interlockings at LE (L'Enfant) to the north and at RO (Rosslyn) to the south. Signaling stakeholders include CSXT, Amtrak, and VRE. Train operation is per Rule 261 (bi-directional signaling) with cab signals and IETMS Positive Train Control. There are no highway or pedestrian crossings within this territory.

The scope of signal design work shall include the development of preliminary (30%) designs defining the signal and communications requirements to support all phases of construction as well as the final system configuration. Analysis and design will be accomplished using AREMA recommended practices and CSXT standards, coupled with FRA regulatory requirements.

Signal and Communication design shall be developed for the following:

- Signals
- Communications
- Utilities for signals
- Utility Relocations due to signal and communication infrastructure (to be shown on Preliminary Utility Relocation Plans)
- Track charts
- Interlockings
- Phasing to maintain operations during construction

5.3 Project Phasing (Optional)

Due to the scale and complexity of the Project, DRPT may require the Project to be phased into logical construction packages. The Contractor shall study and prepare a report to recommend a preferred phasing of the Project that would allow DRPT to issue multiple design-build or construction procurement packages. The Contractor shall update the cost estimate per the recommended project phasing and create a construction schedule for each phase. The Contractor shall incorporate the phasing into the plans and technical requirements.

Section III. Deliverables

Task 1.0: Project Management and Coordination

1.1 Project Management Plan Deliverables

- Project Management Plan

1.2 Quality Control Plan Deliverables

- Quality Control Plan

1.3 Risk Management Deliverables

- Risk Register
- Risk and Contingency Management Plan
- Risk Assessment Workshop

1.4 Coordination Meetings Deliverables

- Coordination Meeting Schedule
- Meeting Agendas and Materials
- Meeting Minutes

1.5 Project Administration and Management Deliverables

- Preliminary Engineering Design Schedule
- Monthly Progress Reports and Invoices
- Electronic Records of all Deliverables – Native and PDF

1.6 CSXT Coordination and ROW Access Deliverables

- Design Waiver(s) Agreement
- CSXT temporary right of entry agreement
- CSXT flagging services agreement

Task 2.0: Preliminary Engineering

Submittal Process:

The Contractor shall submit the PE BOD to DRPT prior to the 15% Design Submittal for one (1) round of comments. If necessary, the Contractor shall conduct a comment resolution meeting with DRPT and project stakeholders to discuss comments and responses. The approved comments shall be incorporated into the PE BOD.

Basis of Design Deliverable:

- Preliminary Engineering Basis of Design

Submittal Process:

The Contractor shall provide three (3) design submissions; 15%, Draft Preliminary Engineering Plans and Final Preliminary Engineering Plans. The following process for comment resolution shall be followed for the 15% and the Draft Preliminary Engineering Plans:

- DRPT will compile all comments from stakeholders and provide a comment matrix to the Contractor after each review has been completed.
- The Contractor shall respond to the comments using the DRPT provided comment matrix and submit to DRPT for use during the comment resolution meeting.
- The Contractor shall conduct a comment resolution meeting with DRPT and project stakeholders to discuss comments and responses, gather additional background to better understand comments, and provide backup to responses as necessary to reach agreement on the path forward for the submittal comments.
- The Contractor shall submit the updated comment resolution matrix to document all agreed to comment responses.
- The agreed to comments shall be incorporated into the subsequent submittal.

After incorporating the comments from the Draft Preliminary Engineering Plans, the Contractor shall submit the Final Preliminary Engineering Plans to DRPT. DRPT will confirm that all comments were properly incorporated as agreed to during the comment resolution meeting and documented in the updated comment resolution matrix. The Contractor is responsible for updates to the Final Preliminary Engineering Plans to incorporate any previous comments that were not incorporated but no new comments will be issued during the check of the Final Preliminary Engineering Plans.

Submittal Quantities:

The Contractor shall provide DRPT with five (5) 22x34 printed copies of the drawings, five (5) 11x17 printed copies of the drawings, five (5) printed copies of the cost estimate, schedule, and specification deliverables and (1) electronic PDF copy of the plans, cost estimate, schedule, and specification deliverables at each submission. The Contractor shall provide all CAD files with each submission.

Task 2 Deliverables:

2.1 Survey Deliverables

- Survey master file
- Survey control file
- Survey sanitary and storm sewer file

- Survey boundary file (ROW and property lines)
- Survey property owner file, including title searches
- Survey points and break lines file
- Survey contour file
- Digital Terrain Models (DTM) surface and survey baseline
- Traffic and parking counts – including bike and pedestrian counts

2.2 Subsurface Utilities Deliverables

- Subsurface Utility File in CADD and GIS format

2.3 Geotechnical Exploration and Design Deliverables

- Preliminary Geotechnical Engineering Exploration Plan
- PE Geotechnical Engineering Report

2.4 Support for Environmental Permitting, Agency Coordination, and Agreements Deliverables

- Aesthetic Treatment Concepts
- MMRP
- Wetland Impact Exhibits and Cross Sections

2.5 ROW Acquisition and Relocation Documentation Deliverables

- ROW Acquisition Plan Sheets

2.6 Railroad Design Deliverables

- Track Geometry data sheets
 - Alignments with stations, tangent bearings, and curve data (chord definition)
- Railroad plan and profile sheets
 - Alignments with stations, tangent bearings, and curve data (chord definition)
 - Profiles with stations, proposed grades, and curve data
 - Existing survey and aerial feature lines gray-scaled in the background on the plan view
 - Cut/fill limits with transitions identified
 - Major cross-drainage structures with stations, descriptions, and inverts
 - Major retaining walls with stations and descriptions
 - ROW Impacts
 - Utility conflicts/relocations with type, station, and offset
 - Existing survey and aerial feature lines gray-scaled in the background
- Typical sections plan sheets
- Cross-section sheets

- Track Charts
- Track Geometry Sheets
- Construction Phasing Plans
- Permanent Access Roads
- Temporary Access Roads and Staging Areas for Contractor
- Design Coordination with L'Enfant Fourth Track and Alexandria Fourth Track Projects including track alignment and interlocking modifications

2.7 Maintenance of Traffic Deliverables

- Maintenance of Traffic Plans
- Maintenance of Traffic Plans for Navigable Waterways

2.8 Structural Design Deliverables

- Preliminary Bridge Plans
 - Bridge Type, Size, and Location Report
 - Bridge Plan and Elevation
 - Bridge Deck and Approach Slabs Plan
 - Bridge Transverse Section (Existing & Proposed)
 - Bridge Substructure Plans
 - Foundation Detail Plans
 - Bridge Demolition Plans
 - Bridge Framing Plan
 - Bridge Detail Sheets
 - Retaining Wall Plan, Elevation, and Sections
 - Bridge Construction Phasing Plan
- Crash Wall Plans and Details

2.9 Civil Engineering Deliverables

- Roadway Improvement Plans
- Design Waivers or Modifications
- Bicycle and Pedestrian Facility Improvement Plans
- Grading Plans
- Hydrology and Hydraulics Report
- Soil Erosion and Sediment Control Plans
- Preliminary Landscape Plans

2.10 Utility Design Deliverables

- Preliminary Utility Relocation Plans

- Potential Utility Impact Matrix

2.11 Construction Cost Estimate Deliverables

- Preliminary Construction Cost Estimate
- Cost Estimate and Unit Cost Methodology Memorandum

2.12 Construction Schedule Deliverables

- Milestone Construction Schedule

2.13 Technical Specifications

- Specification Matrix
- Project Specific Technical Performance Specifications

Task 3.0: Stakeholder and Public Outreach

3.1 Public Involvement Plan Deliverables

- Public Involvement Plan

3.2 Stakeholder Outreach Deliverables

- Interagency Coordination Plan
- Stakeholder Issues Matrix

3.3 Public Outreach Deliverables

- Public and Community Outreach meeting materials
- Public Engagement Report
- Website materials
- Mailing list materials
- Final mailing list

Task 4.0: Design-Build Technical Requirements

Submittal Process:

The Contractor shall provide the preliminary Design-Build Technical Requirements. DRPT will compile all comments from stakeholders and provide a comment matrix to the Contractor. The Contractor shall incorporate the accepted comments and submit the final Design-Build Technical Requirements.

Task 4 Deliverables:

4.1 Design-Build Technical Requirements Deliverables

- Design-Build Project Technical Requirements (PTR)

Task 5.0: Scope of Optional Services

5.1 Action Alternative B Deliverables (Optional)

- Action Alternative B PE Plans

5.2 Signal and Communication Deliverables (Optional)

- Signal system single line plans
- Track and cable plans
- Identification of PTC requirements
- Signal plans to support construction phasing

5.3 Project Phasing Deliverables (Optional)

- Phasing Recommendation Report

**Attachment B – Small Businesses and Businesses Owned by Women and Minorities Data
Form**

**Form DGS-30-360
Instructions**

Form DGS-30-360 is a format for use in reporting participation in State procurement transactions by small businesses and businesses owned by women and minorities.

Note: An electronic version of this form is available for download on BCOM's website at <https://dgs.virginia.gov/search/documents-and-forms/?filter=BCOM>

"Part I" on page 28: View definitions and other general information before completing the remaining parts of this form.

"Part II" on page 31: Enter data on the firm submitting the proposal.

"Part III" on page 32: Enter data on past utilization of disadvantaged businesses by the Offeror. Submission of Past Utilization Reports for multiple projects is encouraged. Submit separate "Part III" forms for each past project.

"Part IV" on page 33: Enter data on disadvantaged businesses proposed for utilization on this Project.

When complete, print out the "Definitions" sheet and "Parts I, II, and III" and submit all sheets as part of the proposal.

FORMAT FOR DATA ON
PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS
BY
SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The Offeror is required to provide responses to the following inquiries concerning its status regarding SWAM Business certification and also the status of the subcontractors, suppliers, consultants and vendors which have been used on past projects and those proposed for use on this Project. Complete the information required for each of the three categories of businesses contained in this form: (1) participation by small businesses; (2) participation by businesses owned by women; and (3) participation by businesses owned by minorities. Failure to complete and return this form with the RFP response will require the firm to be considered "Non-responsive."

Certification of SWAM vendors is necessary in order to obtain accurate and easily accessible data on SWAM Procurement and to assure a consistent and appropriate approach to compliance issues. In the past, many SWAM vendors saw no benefit in becoming certified so failed to do so. These new programs will provide important incentives to SWAM vendors to encourage them to become certified.

PART I. DEFINITIONS

Definitions. The definitions set forth below shall be applicable to SWAM vendors doing business with the Commonwealth, although federal definitions shall govern with respect to meeting federally funded highway construction and other applicable federally financed programs goals. They shall also apply if the Governor proposes legislation to codify these definitions for the purpose of this SWAM procurement program.

Certified Vendors: Beginning October 1, 2004, for the purposes of state procurement rules, no vendor shall be considered a Small Business Enterprise, a Minority Owned Business Enterprise or a Women-Owned Business Enterprise, or be entitled to the benefits of the state SWAM procurement opportunities, unless certified as such by the Commonwealth. All certified SWAM vendors shall be assigned a specific identification number and, through that process, standardized reports will be able to be generated from CARS, eVA and other state reporting systems. No vendor shall be required to certify under this program and no vendor shall be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM vendor. However, a qualified vendor who fails to certify shall be disqualified for participation in the applicable SWAM procurement programs.

Minority-Owned Business Enterprise: A business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company

or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

"Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

"African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

"Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

"Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

"Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

Disadvantaged Business Enterprise: A small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Period: The specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number: The name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person: The name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type of Goods or Services: The specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. **The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.**

Percent of Total Contract: Calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract or by a similar calculation involving work distribution.

PART II
DATA ON FIRM SUBMITTING PROPOSAL

PROPOSER:

Firm Name: _____

Contact Person: _____

Phone Number: _____

DPOR Registration # : _____

PARTICIPATION STATUS:

DMBE Certificate #

Is the Proposer a "Small Business Enterprise" as defined in Part I ?

Is the Proposer a "Woman-Owned Business Enterprise" as defined in Part I ?

Is the Proposer a "Minority-Owned Business Enterprise" as defined in Part I ?

PROPOSAL FOR:

Agency: _____

Project: _____

Sub-Project: _____

REMARKS / COMMENTS:

**PART III
LISTING OF PAST UTILIZATION OF DISADVANTAGED BUSINESSES BY
OFFEROR**

(Rev. 11/04)

OFFEROR:

Firm Name: _____
 Contact Person: _____
 Phone Number: _____

Date Form Completed: _____

PROJECT UTILIZATION REPORT FOR PAST PROJECT:

Agency: _____
 Project: _____
 Sub-Project: _____

List small businesses, businesses owned by women, and businesses owned by minorities with which the Offeror has contracted or done business with on the project noted above. Also list the dollar amount spent with each of these businesses. Offerors are encouraged to provide additional information and expand upon the following format.

Firm Name	Firm Address	Contact Person/ Phone Number	DPOR Registration # (if applicable)	DMBE Certificate #	Services or Materials Provided	Contract Amount	% Of Total Contract

Firm Type		
Small Business	Minority-Owned Business	Woman-Owned Business

PART IV

LISTING OF DISADVANTAGED BUSINESSES PROPOSED FOR THIS PROJECT

OFFEROR:

Firm Name: _____
Contact Person: _____
Phone Number: _____

Date Form Completed: _____

PROPOSAL FOR PROJECT:

Agency: _____
Project: _____
Sub-Project: _____

List Offeror's plans to involve small businesses, businesses owned by women, and businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, as consultant, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format.

Firm Name	Firm Address	Contact Person/ Phone Number	DPOR Registration # (if applicable)	DMBE Certificate #	Services or Materials Provided	Estimated Contract Amount or % of Total Contract
						N/A	
						N/A	
						N/A	
						N/A	

Firm Type		
Small Business	Minority-Owned Business	Woman-Owned Business

Attachment C

State Corporation Commission Form

STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 6-J, in Invitation for Bids.

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

DRPT Procurement Actions

Transforming Rail in Virginia (TRV) Initiative

- RFP Summary: To provide preliminary engineering design for the Long Bridge Project in Washington, DC
- Type: Architectural/Engineering Consulting Services
- Number of Offerors: Six
- Proposed Amount: \$20,888,434
- Firm Name: Vanasse Hangen Brustlin, Inc (VHB)



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 11

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

MOTION

Made By: Seconded By: Action:

Title: Location Approval for the Route 669 (Nike Park Road) Extension

WHEREAS, State Highway Project 0669-046-682, P101, R201, C501 (UPC #109314) will extend Route 669 (Nike Park Road) in Isle of Wight from Route 668 (Reynolds Drive) to Route 17 (Carrolton Boulevard) (the "Project"); and

WHEREAS, in accordance with the §33.2-208B of the *Code of Virginia* and the policies and regulations of the Commonwealth Transportation Board (CTB), including 24 VAC 30-380-10, a Posting of a Willingness to hold a Location Public Hearing was published in local newspapers between August 31 and September 15, 2020 for the purpose of considering the alignment alternatives for the location of the Route 669 (Nike Park Road) Extension. See attached exhibit; and

WHEREAS, proper notice of the Posting of the Willingness and the potential alignments to be considered was given in advance, and all were given a full opportunity to request a Location Public Hearing, to express their opinions and recommendations on the alternatives under consideration, in accordance with §33.2-208B of the *Code of Virginia*; and

WHEREAS, significant coordination was accomplished with the affected landowners and the U.S. Army Corps of Engineers during the development of the various alternative alignments; and

WHEREAS, the economic, social and environmental effects of the evaluated alternative alignments have been examined and given proper consideration and this evidence, along with all other relevant evidence, has been carefully reviewed; and

WHEREAS, the Virginia Department of Transportation's (VDOT's) Environmental Division has completed environmental reviews and coordination to identify environmental resources in the project vicinity, provide natural and historic resource agencies an opportunity to review and comment on the project during development, determine the potential for environmental impacts upon the local community and surrounding area and identifies opportunities for avoidance and minimization of potential and unavoidable environmental impacts; and

WHEREAS, the National Environmental Policy Act Categorical Exclusion Environmental Document was completed on March 6, 2019 and was approved by the FHWA on March 28, 2019; and

WHEREAS, On December 16, 20, 2020, the County Manager of Isle of Wight County Board of Supervisors endorsed Alternative D-West Alignment for the location of the Project. See attached exhibit; and

WHEREAS, review of all data resulted in VDOT's recommendation that the Project be located on Alternative D -West Alignment.

NOW, THEREFORE, BE IT RESOLVED, that the CTB hereby approves Alternative D -West Alignment, for the location of the Route 669 (Nike Park Road) Extension as proposed.

####

Commonwealth Transportation Board (CTB) Decision Brief

Location Approval for the Route 669 (Nike Park Road) Extension in Isle of Wight County

Issue: The Route 669 (Nike Park Road) Extension will provide a new about 1.0 mile, two-lane undivided roadway with curb and gutter along the outside edge of pavement and five (5) foot shoulders with a eight (8) foot of Shared Used Path (SUP) on one side of the roadway.

Facts: The purpose of this project to improve safety on Titus Creek Drive (Route 668) and Reynolds Drive (Route 665); and provide a network linkage/connection from Route 17 to Battery Park Road. Based on the Brewer's Neck Corridor Study, Titus Creek Drive and Reynolds Drive are being used as cut-through routes for commuters traveling from the Town of Smithfield using S. Church Street (Route 10) to Carrollton Boulevard (Route 17).

The new roadway would extend Nike Park Road (Route 669) at Reynolds Drive (Route 665) to a new intersection location with Carrollton Boulevard (Route 17). The project would involve intersection improvements at Reynolds Drive including turn lanes and two-way stop control for Reynolds Drive approaches.

Recommendations: Virginia Department of Transportation recommends approval of Alternative D-West Alignment for the location of the Route 669 (Nike Park Road) Extension in its entirety, as proposed and shown on the attached exhibit.

Action Required by CTB: The *Code of Virginia* §33.2-208, requires a majority vote of the CTB to locate and establish the routes to be followed by the roads comprising systems of state highways between points designated in the establishment of such systems.

Result, if Approved: If approved by the Board, the Route 669 (Nike Park Road) Extension project will move forward to the design approval phase.

Options: Approve, Deny or Defer

Public Comments/ Reaction: VDOT posted a Willingness to hold a Public Hearing from August 31st through September 15th, 2020, in accordance with §33.2-208B of the *Code of Virginia* . In that posting citizens were offered to view project materials and to request a Location Public Hearing. No requests were received to hold a public hearing.

On December 16, 2020, Isle of Wight County provided a letter of support for the Alternative D - West Alignment, which best meets the objectives of the project while addressing the concerns of the Army Corps of Engineers.



Local Roots, Global Reach

ISLE OF WIGHT COUNTY, VIRGINIA

December 16, 2020

Wali Zaman, P.E.
Assistant District Engineer, Location & Design
Virginia Department of Transportation
Hampton Roads District Office
7511 Burbage Drive, Suffolk, VA 23435

**Re: SMARTSCALE FY17 Nike Park Rd Extension from Reynold Drive to Rte. 17
(UPC 109314; State Project No: 0669-046-682, P101, R201, C501)**

Dear Mr. Zaman:

I am writing to express Isle of Wight County's support of the chosen alignment of the SMARTSCALE Nike Park Road Extension project, to extend the roadway from Reynolds Drive (RTE 665) to Carrollton Blvd (RTE 17), as identified in the Public Hearing Plan Set (cover sheet date 06/29/2020).

We find the alignment identified to be in general conformance with the conceptual layout approved in the original grant application, as well as the executed project agreement and Appendix A and B, dated 02/13/2020. In addition, we recognize that in an effort to reduce wetlands impacts, the Virginia Department of Transportation (VDOT) evaluated multiple road design alignments within the selected corridor in conjunction with our Federal partners. The selected road design alignment meets the Army Corps of Engineers criteria for Least Environmentally Damaging Practicable Alternative (LEDPA) to provide the least impact to wetlands.

This corridor was first selected based on growth and congestion projections in the Brewers Neck Corridor Study completed in February 2014. The new extension road will include two-lane collector road and a parallel multi-use path. Installation of the extension road is needed to improve safety on Titus Creek Drive (RTE 668) and Reynolds Drive (RTE 665) by providing a direct link/connection from Carrollton Blvd (RTE 17) to Battery Park Rd (RTE 704). The project will provide efficient transportation for the local

P.O. Box 80
17090 Monument Circle
Isle of Wight, VA 23397
(757) 365-6204

www.co.isle-of-wight.va.us

community and the traveling public as whole by addressing corridor congestion, providing traffic network connectivity, and installing a new walkable bike and pedestrian facility.

It is my understanding the Virginia Department of Transportation will remain responsible for the maintenance of the roadway after construction and any future improvements if necessary.

The County appreciates our partnership with VDOT in bringing this critical public project to fruition.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Randy R. Keaton', with a stylized flourish at the end.

Randy R. Keaton
County Administrator



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

Stephen C. Brich, P.E.
Commissioner

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

January 1, 2021

The Honorable Shannon Valentine
The Honorable Stephen C. Brich, P. E.
The Honorable Jennifer Mitchell
The Honorable Jerry L. Stinson
The Honorable Mary Hughes Hynes
The Honorable Allison DeTuncq
The Honorable Bert Dodson, Jr.
The Honorable W. Sheppard Miller III
The Honorable Carlos M. Brown
The Honorable Cedric Bernard Rucker
The Honorable Stephen A. Johnsen
The Honorable F. Dixon Whitworth, Jr.
The Honorable E. Scott Kasprovicz
The Honorable Raymond D. Smoot, Jr.
The Honorable Marty Williams
The Honorable John Malbon
The Honorable Greg Yates

Subject: Location Approval for the Route 669 (Nike Park Road) Extension in Isle of Wight County.

Dear Commonwealth Transportation Board Members:

The Department has initiated the above request for Location Approval for your consideration. The proposed Location Approval on State Highway Project 0669-046-682, P101, R201, C501 has been recommended for approval by the Department's staff.

I have reviewed the staff's recommendations and determined that this request should be considered by the Board.

Sincerely,

Barton A. Thrasher, P.E.
Chief Engineer

CTB LOCATION PUBLIC HEARING SUMMARY

Route 669 (Nike Park Road) Extension Project

Isle of Wight County

State Project: 0669-046-682, P101, R201, C501

UPC: 109314

Federal Project: Yes

Fr: 0.189 MI. N. INT. RTE. 665

To: 0.002 MI. W. INT. RTE. 17

Project Length: 1.0690 MI

PROJECT HISTORY –

Based on the Brewer's Neck Corridor Study, Titus Creek Drive and Reynolds Drive are being used as cut-through routes for commuters traveling from the Town of Smithfield using S. Church Street (Route 10) to Carrollton Boulevard (Route 17). Between 2014 and 2016, there were 31 accidents on Titus Creek Drive, (7 rear end, 7 angle, 3 side-swipe, 9 fixed object, 4 deer, and 1 non-collision), and there were 38 crashes on Reynolds Drive (8 rear end, 6 angle, 2 sideswipe, 2 non-collision, 17 fixed object, and 3 other). These crashes have resulted in 24 injuries (9 on Titus Creek Drive and 15 on Reynolds Drive). Based on the statewide crash rate for similar facilities which is 241.35 per 100 Million Vehicle Miles, crash rates were higher than average for both Titus Creek Drive (274 per 100 million Vehicle Miles) and Reynolds Drive (674 per 100 Million Vehicle Miles).

PROJECT PURPOSE –

The project seek to improve safety on Titus Creek Drive (Route 668) and Reynolds Drive (Route 665); and provide a network linkage/connection from Route 17 to Battery Park Road. Based on the Brewer's Neck Corridor Study, Titus Creek Drive and Reynolds Drive are being used as cut-through routes for commuters traveling from the Town of Smithfield using S. Church Street (Route 10) to Carrollton Boulevard (Route 17).

The new roadway would extend Nike Park Road (Route 669) at Reynolds Drive (Route 665) to a new intersection location with Carrollton Boulevard (Route 17). The project would involve intersection improvements at Reynolds Drive including turn lanes and two-way stop control for Reynolds Drive approaches.

TYPICAL SECTION –

The Route 669 (Nike Park Road) Extension will provide a new about 1.0 mile, two-lane undivided roadway with curb and gutter along the outside edge of pavement and five (5) foot shoulders with a eight (8) foot of Shared Used Path (SUP) on one side of the roadway.

PUBLIC HEARING –

Type- Posting of Willingness
Date - August 31st through September 15th, 2020
Time - Not Applicable (N/A)
Location – N/A

ATTENDANCE –

N/A - Posting of Willingness.

COMMENTS RECEIVED –

No comments received requesting to hold a public hearing.

ENVIRONMENTAL DATA –

The Federal Highway Administration (FHWA) approved this project as a Categorical Exclusion (CE) on June 12, 2017. The CE contains the environmental effects of the proposed project, summarizes any commitments identified during project development, and includes information obtained through coordination with Federal, state, and local agencies. The FHWA concurred with the CE findings and supporting documentation on March 28, 2019.

The project will continue to be coordinated with the appropriate federal, state and local agencies as part of the environmental review and approval process required throughout project development and construction. All required environmental clearances and permits will be obtained prior to commencement of construction. Strict compliance with all environmental conditions and commitments resulting from regulatory approvals, and implementation of VDOT's specifications and standard best practices will protect the environment during construction.

ESTIMATED COST –

Preliminary Engineering	- \$ 1,658,053
Right of Way and Utilities	- \$ 2,911,600
Construction	- \$ <u>8,254,147</u>
Total estimated cost	- \$ 12,823,800

ADVERTISEMENT –

Construction is currently scheduled to begin in August 2023.

RIGHT OF WAY –

There are eight (8) parcels impacted by this project. Six (6) partial take will be acquired by the County and the other two (2) will be acquire by VDOT. These two parcels are at the southern end of the one termini. One of them is a total take.

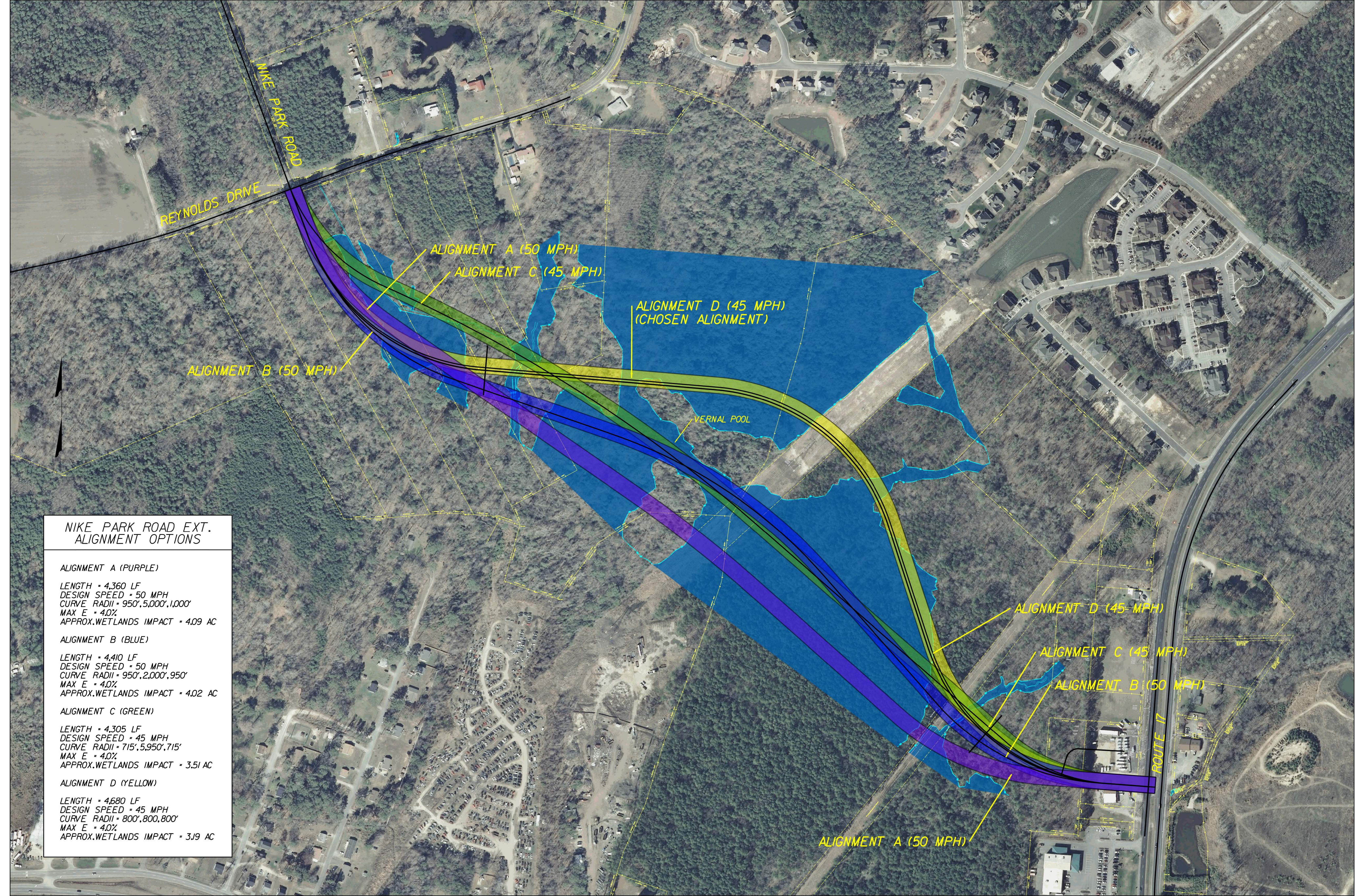
TRAFFIC DATA –

It is anticipated that in the design year of 2045 the average daily traffic volume will be 5,000 vehicles per day on the new roadway.

STAFF RECOMMENDS –

CTB Location Public Hearing Summary
Location Approval for the Route 669 (Nike Park Road) Extension
January 19, 2021
Page 2 of 3

Approval of Alternative D - West Alignment as the location of the Route 669 (Nike Park Road) Extension as proposed and presented at the willingness of hold public hearing and shown on the attached exhibit.



**NIKE PARK ROAD EXT.
ALIGNMENT OPTIONS**

ALIGNMENT A (PURPLE)
LENGTH = 4,360 LF
DESIGN SPEED = 50 MPH
CURVE RADII = 950', 5,000', 1,000'
MAX E = 4.0%
APPROX. WETLANDS IMPACT = 4.09 AC

ALIGNMENT B (BLUE)
LENGTH = 4,410 LF
DESIGN SPEED = 50 MPH
CURVE RADII = 950', 2,000', 950'
MAX E = 4.0%
APPROX. WETLANDS IMPACT = 4.02 AC

ALIGNMENT C (GREEN)
LENGTH = 4,305 LF
DESIGN SPEED = 45 MPH
CURVE RADII = 715', 5,950', 715'
MAX E = 4.0%
APPROX. WETLANDS IMPACT = 3.51 AC

ALIGNMENT D (YELLOW)
LENGTH = 4,680 LF
DESIGN SPEED = 45 MPH
CURVE RADII = 800', 800', 800'
MAX E = 4.0%
APPROX. WETLANDS IMPACT = 3.19 AC

NIKE PARK ROAD
REYNOLDS DRIVE

ALIGNMENT A (50 MPH)
ALIGNMENT C (45 MPH)
ALIGNMENT D (45 MPH)
(CHOSEN ALIGNMENT)

VERNAL POOL

ALIGNMENT D (45 MPH)
ALIGNMENT C (45 MPH)
ALIGNMENT B (50 MPH)

ALIGNMENT A (50 MPH)

ROUTE 17



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda Item # 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 19, 2021

Made By: **Seconded By:**
Action:

Title: Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement (MOA) with the Department of the Army, as represented by Arlington National Cemetery, the Arlington County Board, and the Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA- EFLHD) Relating to the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project in Arlington County

WHEREAS, the National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to take actions necessary to realign and replace the road network in Arlington County, Virginia 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, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the expansion of Arlington National Cemetery; and

WHEREAS, the United States, Department of the Army and FHWA-EFLHD, have entered into an agreement (DTFH71-16- X-50032) establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for the execution of the Arlington National Cemetery Southern Expansion and Defense Access Roads (ANCSE DAR) Project ; and

WHEREAS, the Virginia Department of Transportation (VDOT) currently owns and maintains the interchange at South Washington Boulevard (Route 27) and Columbia Pike (Route 244), and a section of Columbia Pike between South Washington Boulevard and South Joyce Street, which are the subject of improvements necessary for the ANCSE DAR Project; and

WHEREAS, Arlington County currently owns and maintains Columbia Pike west of South Joyce Street which is the subject of improvements necessary for the ANCSE DAR project; and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement relating to the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project in Arlington County

January 19, 2021

Page Two

WHEREAS, VDOT has entered into a Federal-Aid Project Agreement (PR-2) with FHWA-EFLHD for reimbursement of VDOT expenses incurred providing coordination, design reviews and construction inspection services for the ANCSE DAR Project; and

WHEREAS, FHWA-EFLHD, in cooperation with the parties, has prepared a Memorandum of Agreement (MOA) that establishes the roles, responsibilities, funding, and procedures by which the Army, FHWA-EFLHD, VDOT, and the County of Arlington will jointly participate in the environmental planning, design, and construction of the ANCSE DAR Project (ANCSE DAR Project MOA, attached hereto as Exhibit A); and

WHEREAS, the U.S. Government, represented by the U.S. Army Corps of Engineers, and the Commonwealth of Virginia, represented by VDOT, have prepared an agreement that sets forth the terms, conditions and consideration to paid for the Army's acquisition of portions of VDOT Route 244 (Columbia Pike) and the Route 27/244 (Columbia Pike) interchange right of way that will be necessary for the expansion of Arlington National Cemetery; 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 over the Arlington National Cemetery; and

WHEREAS, FHWA-EFLHD, is authorized by 23 U.S.C. § 308(a) 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, Section 33.2-221 of the *Code of Virginia* empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by present or future acts of Congress related to transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways or his designee to enter into the ANCSE DAR Project MOA between the Army, Arlington National Cemetery, the Arlington County Board, VDOT and FHWA-EFLHD relating to the Arlington National Cemetery Southern Expansion Defense Access Roads Project in Arlington County, attached hereto as Exhibit A, with such changes as the Commissioner deems necessary or appropriate. .

###

CTB Decision Brief

Title: Authorization for the Commissioner of Highways to Enter into an Memorandum of Agreement (MOA) with the Department of the Army, as represented by Arlington National Cemetery, the Arlington County Board, and the Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA- EFLHD) Relating to the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project in Arlington County

Issues: The Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA-EFLHD), is developing plans for the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project. The Project will realign and reconfigure Columbia Pike (Route 244), owned and maintained by Arlington County (County), and modify the interchange at South Washington Boulevard (Route 27) and Columbia Pike, owned and maintained by the Virginia Department of Transportation (VDOT). To accomplish this project, the parties have prepared a Memorandum of Agreement (MOA) that establishes the roles, responsibilities, funding, and procedures by which the Army, FHWA-EFLHD, Virginia Department of Transportation (VDOT), and the County of Arlington will jointly participate in the environmental planning, design, and construction of the project. (ANCSE DAR Project MOA)

Pursuant to §33.2-221 of the *Code of Virginia*, approval of the Commonwealth Transportation Board (CTB) and authorization for the Commissioner of Highways to execute the ANCSE DAR Project MOA with the Army, Arlington County, and FHWA-EFLHD is sought.

Facts:

- VDOT and/or ANC staff briefed the CTB regarding the Project on September 16, 2020 and November 24, 2020
- The National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to take actions necessary to realign and replace the road network in Arlington County, Virginia 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, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the southern expansion of Arlington National Cemetery.
- The United States, Department of the Army, has entered into an agreement (DTFH71-16-X-50032) with FHWA-ELFHD, establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for the execution of the Arlington National Cemetery Southern Expansion and Defense Access Roads Project.
- VDOT currently owns and maintains the interchange at South Washington Boulevard and Columbia Pike, and a section of Columbia Pike between South Washington Boulevard and South Joyce Street, which are the subject of improvements necessary for the Project.
- Arlington County currently owns and maintains Columbia Pike west of South Joyce Street

CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement relating to the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project in Arlington County

January 19, 2021

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which is the subject of improvements necessary for the Project.

- VDOT has entered into a Federal-Aid Project Agreement (PR-2) with FHWA-EFLHD for reimbursement of VDOT expenses incurred providing coordination, design reviews and construction inspection services for the ANCSE DAR Project.
- FHWA-EFLHD, in cooperation with the parties, has prepared the ANCSE DAR Project MOA that establishes the roles, responsibilities, funding, and procedures by which Army, FHWA-EFLHD, VDOT, and the County of Arlington will jointly participate in the environmental planning, design, and construction of the Project (Exhibit A).
- The U.S. Government, represented by the U.S. Army Corps of Engineers, and the Commonwealth of Virginia, represented by VDOT, have also prepared a Relocation Agreement that sets forth the terms, conditions and consideration to be paid for the Army's acquisition of portions of VDOT Route 244 (Columbia Pike) and the Route 27/244 (Columbia Pike) interchange right of way necessary for the southern expansion of Arlington National Cemetery.
- The Army is authorized to enter into the ANCSE DAR Project MOA pursuant to 10 U.S.C. § 7721 *et seq.* and is the agency with administrative jurisdiction, custody and control over the Arlington National Cemetery.
- FHWA-EFLHD, is authorized by 23 U.S.C. § 308(a) to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies.
- Section 33.2-221 of the *Code of Virginia* empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by present or future acts of Congress related to transportation.

Recommendation: VDOT recommends, pursuant to §33.2-221 of the *Code of Virginia*, that the CTB approve and authorize the Commissioner of Highways or his designee to execute the ANCSE DAR Project MOA between VDOT, the Army, Arlington County Board, and FHWA-EFLHD for the Arlington National Cemetery Southern Expansion, Defense Access Road Project, with such changes as the Commissioner deems necessary or appropriate.

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

Result, if Approved: VDOT/the Commissioner of Highways will have the requisite authority to enter into the ANCSE DAR Project MOA with the Army, Arlington County, and FHWA-EFLHD for the Arlington National Cemetery Southern Expansion Defense Access Road Project.

CTB Decision Brief

Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement relating to the Arlington National Cemetery Southern Expansion (ANCSE) Defense Access Roads (DAR) Project in Arlington County

January 19, 2021

Page Two

Options: Approve, Deny, or Defer.

Public Comments/Reactions: N/A

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

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 (Cemetery) in Arlington County, Virginia. The project is to realign segments of Columbia Pike, South Joyce Street, and Washington Boulevard (VA State Route 27) including: construction of a new South Nash Street; partial elimination of Southgate Road; demolition of pavements and other existing roadway features; design of a County multi-use trail (such design work to be funded and completed in accordance with the Trail MOA, as defined below); construction of pedestrian and bicycle facilities (excepting construction of the County’s multi-use trail which will be the subject of a separate agreement with EFLHD); construction of a tunnel between the Cemetery expansion site and location of a new Cemetery maintenance compound; construction of 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 generally shown and identified on **Exhibit A-1** 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 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 generally shown and identified on **Exhibit A-1**.

“Condemnation Case” shall mean 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 filed in the United States District Court for the Eastern District of Virginia (Alexandria Division). This spatial area is generally depicted on **Exhibit A-2**.

“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 1J(1A)-1 through 1J(5B)-10, inclusive, comprising “MOT/TMP PHASE IA” through “MOT/TMP PHASE 5B” 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 [ninety-five] percent (95%) 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, 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 EFHLD 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 generally 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 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, pursuant to Memorandum of Agreement No. 693C73-20-N-500018 between EFLHD and the County (“Trail MOA”), the 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 eliminate a portion of Southgate Road, create South Nash Street, and realign segments of Columbia Pike, South Joyce Street, and Virginia State Route 27 as generally shown on **Exhibit E**; 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, the County Roadway Project will be partially located on a portion of land acquired by the United States from the County pursuant to the Condemnation Case, and the United States has reserved to the County a temporary easement for the continued operation, maintenance, and patrol of the roads previously owned by the County, as described in the May, 6, 2020 Declaration of Taking filed in the Condemnation Case and shown on **Exhibit A-2**; 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 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.

WHEREAS, the County Board of Arlington County has authorized execution of this Agreement. The County is responsible for operation, maintenance and patrol of a portion of South Joyce Street and for Columbia Pike west of Joyce Street and will similarly be responsible for the

County Roadway Project once the realignment is completed and accepted into the system of County roads.

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) for the Project (excepting the County's multi-use trail);
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 (excepting the County's multi-use trail) 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 hazardous substance on the Project right-of-way on the Army Land 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 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 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 (excepting the County's multi-use trail), or after conveyance of any interest in property to the Commonwealth and/or County, for Army releases of any hazardous substances, whether on or off Army Land:
 - i. Upon any notification of a discovery or release of any 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, 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 (excepting the County's multi-use trail);
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 (excepting the County's multi-use trail) 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;
 17. Convey sanitary sewer easements as mutually acceptable to the Army and the County, for those sanitary sewer lines now existing on Army Land within the former Southgate Road, permitting the County access to those lines for maintenance, replacement, and related purposes;
 18. Reasonably cooperate in discussions with the County regarding the County's acquisition of one or more easements over Army Land along the frontage of Route 27/110, outside the Cemetery wall, for the purpose of constructing the County's multi-use trail; and
 19. In exercising Army's rights and authorities under this Agreement, notify and consult with EFLHD, VDOT and the County to minimize interference with roadway operation or maintenance.

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;
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. Procure an A/E design contractor to complete environment documentation and design for the County's multi-use trail along the frontage of Route 27/110, outside the Cemetery wall.
 - a. Serve 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) for the the County's multi-use trail.
 - b. Serve as the lead agency for National Environmental Policy Act (NEPA) environmental studies and documentation activities for the County's multi-use trail.
8. Obtain any necessary temporary work area easements or permits for lands not owned or obtained by the Army.
9. 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 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 as required under applicable federal and state laws and regulations at no cost to the Army;
 - iii. For discovery of a release of any hazardous substances 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 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;
 - 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.
10. 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;
 11. 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 VDOT; and third party owned utilities (electricity, communications and gas pipelines);
 12. Apply for and obtain all required environmental permits, including for compensatory mitigation, and approvals in coordination with Army, VDOT, and the County as required;
 13. Award Project contracts in accordance with federal procurement laws and regulations;
 14. Conduct and document the final inspection of the Project, with the other Parties to the Agreement in attendance, and provide final inspection documentation;

15. Provide as-built plans to the Parties to the Agreement;
16. 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.
17. 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.
18. Prepare monthly written status reports on the Project for all Parties;
19. 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;
20. 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;
21. 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;
22. 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;
23. 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.
24. 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;

25. 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;
26. Enter into a separate Federal-Aid Project Agreements (PR-2) with VDOT and the County to provide funding to complete all tasks performed by VDOT and the County on this Project;
27. 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;
28. Maintain access to operating businesses, the Air Force Memorial, and the Cemetery Maintenance Complex, to the extent permitted by construction based on approved plans;
29. 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.
30. In exercising EFLHD's rights and authorities under this Agreement, notify and consult with Army, VDOT and the County to minimize interference with roadway operation or maintenance.
31. Perform construction work to the applicable standards and requirements current as of the date of the EFLHD Construction Contract, used by VDOT and the County, 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 all applicable County standards and specifications for County maintained roads.

32. 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 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;
33. 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).
34. 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;
35. 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; and
36. 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);
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.9.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;
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. Enter into a separate Federal-Aid Project Agreement (PR-2) with EFLHD to receive funding for tasks performed by the County for the Project.
3. Continue to operate, maintain, and patrol those portions of Southgate Road, Columbia Pike, and South Joyce Street acquired by the United States in the 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;
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. 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;
6. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other Project activities as applicable.
7. 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;
8. Review and approve the final designs for all improvements related to County-owned facilities when the final designs are satisfactory to the County;
9. Subject to agreement between the County and VDOT, acquire from VDOT the easements described in Section I.C.14. above.
10. Design and construct entrance grades for the joint VDOT and Virginia State Police operations facility acceptable to VDOT.
11. 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;

12. Review and provide comments on the utility retention and relocation plans and assist with the relocation of County-owned utilities;
13. Fund construction of any County requested Betterments, such as to County-owned utilities or otherwise;
14. 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;
15. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;
16. 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);
17. 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.9.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;
18. 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;
19. 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 a fee simple interest in portions of Columbia Pike and South Joyce Street, and an easement or other interest in South Nash Street to be conveyed to the County pursuant to the Condemnation Case, to allow the County to operate and maintain the completed portion of the County Roadway Project, or such phase of independent utility, 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;
20. 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);
21. 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; and

22. Advance and reasonably cooperate in discussions with the Army regarding the County's acquisition of one or more easements over Army Land along the frontage of Route 27/110, outside the Cemetery wall, for the purpose of constructing the County's multi-use trail.

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.9 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.
- 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 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
Army National Military Cemeteries
Arlington National Cemetery
Arlington County, VA 22211
Phone: 703-614-4140

With a copy to:

Chief of Engineering
Army National Military Cemeteries
Arlington National Cemetery
Arlington VA, 22211

If to FHWA:

Monique R. Evans, PE
Division Director
Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division
22001 Loudoun County Parkway
Building E2, Suite 200
Ashburn, VA 20147
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
22001 Loudoun County Parkway
Building E2, Suite 200
Ashburn, Virginia 20147
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

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;
 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 substances or petroleum off of Army Land except in accordance with Paragraph I.B.9.a. or Article II;
 6. Design or construction of the County's multi-use trail; or
 7. 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.
 - 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 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.
- 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 and the County 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.

- 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 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-1 Army Land and Commonwealth Land
- Exhibit A-2 Temporary County Easement for Roads Previously Owned by the County
- Exhibit B County Roadway Project and VDOT Roadway Project
- Exhibit C Design Drawings (Title sheet plus Index Sheet)
- Exhibit D Lands to be conveyed
- Exhibit E Proposed Future Roadway Alignments

[Signatures appear on following pages.]

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

Karen Durham-Aguilera, Executive Director, Army National Military Cemeteries and Arlington National Cemetery :

DRAFT

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____

Stephen C. Brich, P.E., Commissioner of Highways:

DRAFT

ARLINGTON COUNTY, VIRGINIA

By: _____ Date _____

County Board of Arlington County:

DRAFT

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

By: _____

_____ Date

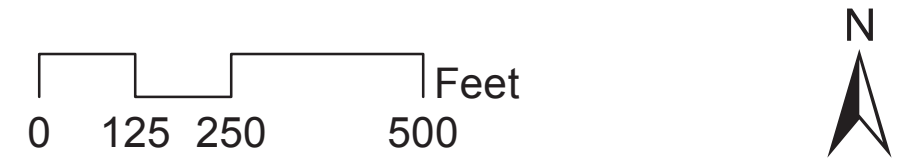
Kurt Dowden, Chief of Business Operations

DRAFT



- Legend**
- Army Land
 - Commonwealth Land
 - Existing Army Easement to Commonwealth (to revert back to USA)

Exhibit A-1
Army Land and Commonwealth Land





Z:\ArlingtonNationalCem\RoadWay\Proj_ExhA-2.mxd

Legend


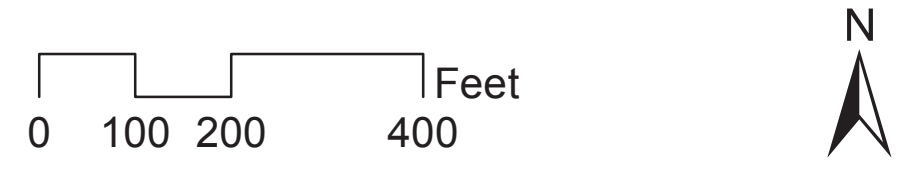
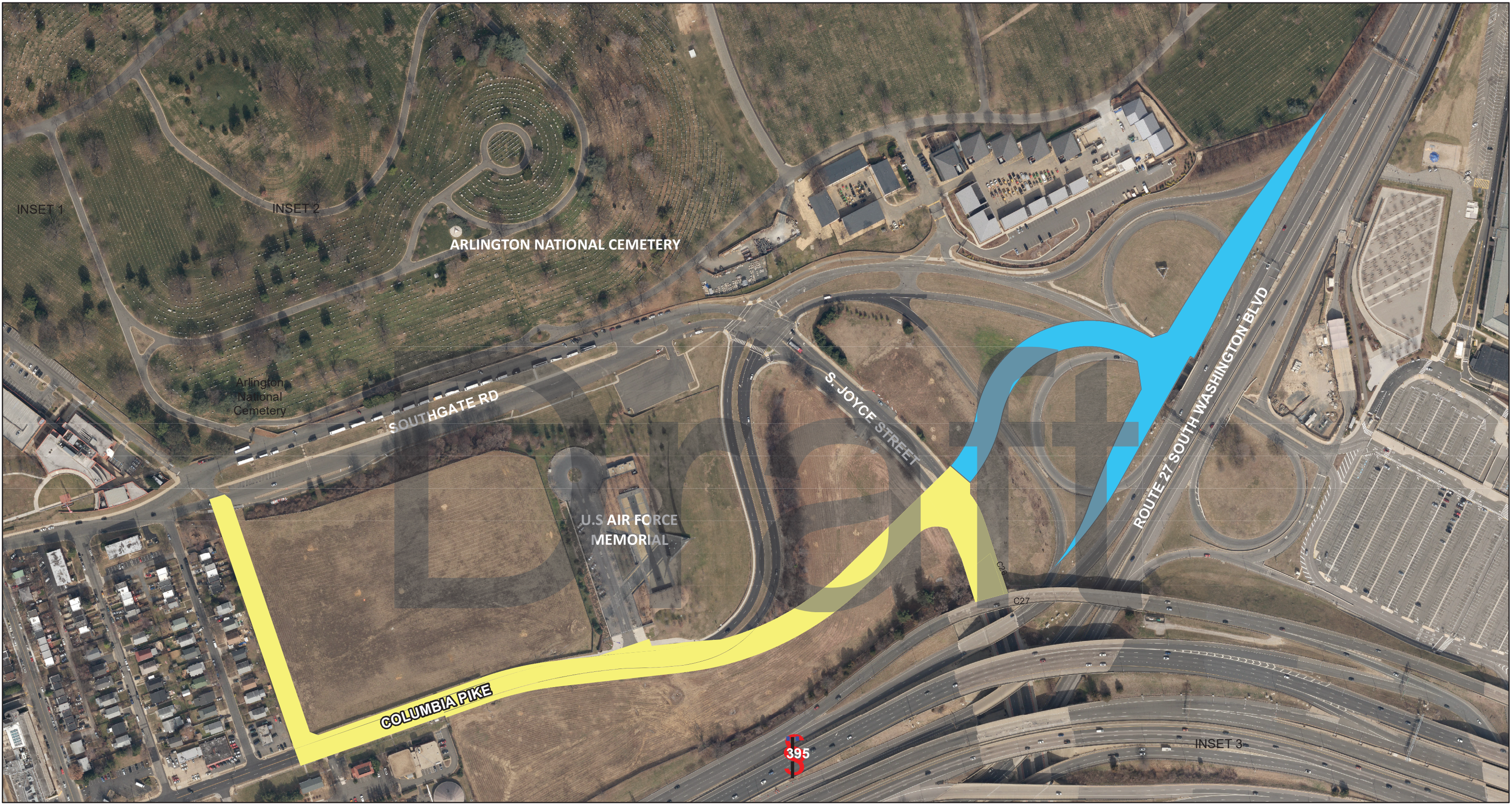
 Temporary O&M Easement Reserved to Arlington County

Exhibit A-2
Temporary Operations and Maintenance Easement
Reserved to Arlington County through Condemnation Case

Date: 14 Jan 2021

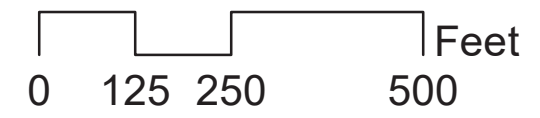




- Legend**
- County Roadway Project
 - VDOT Roadway Project

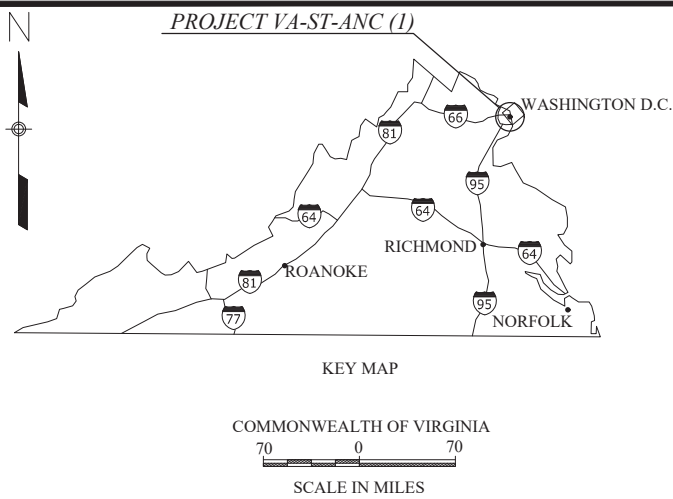
Exhibit B
County Roadway Project and VDOT Roadway Project

Date: 21 Dec 2020



Z:\ArlingtonNationalCem\RoadWayProj_ExhB.mxd

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Plotted By: Cook, Tommy December 22, 2020 06:43:29pm K:\NVA_RDWV\110243021_ANC DAR\CAD\PlanSheets\1-TITLE_SHEET-FHWA.dwg



U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

PLANS FOR PROPOSED PROJECT VA-ST-ANC(1) COLUMBIA PIKE REALIGNMENT FROM WASHINGTON BOULEVARD (STATE ROUTE 27) TO S. OAK STREET ARLINGTON COUNTY, VA 95% PLANS DECEMBER 18, 2020 ARLINGTON NATIONAL CEMETERY SOUTHERN EXPANSION DEFENSE ACCESS ROAD

REG	STATE	FHWA PROJECT #	VDOT PROJECT #	SHEET NO.	TOTAL SHEETS
	VA	VA-ST-ANC (1)	UPC 116717	1	694



SEE SHEET 1A FOR SHEET INDEX MAP
SEE SHEET 1B FOR INDEX OF SHEETS
SEE SHEET 1B FOR SYMBOLS & ABBREVIATIONS

RW PLANS
(95% DESIGN)
NOT FOR
CONSTRUCTION

RW PLANS
(95% DESIGN)
NOT FOR
CONSTRUCTION

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

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

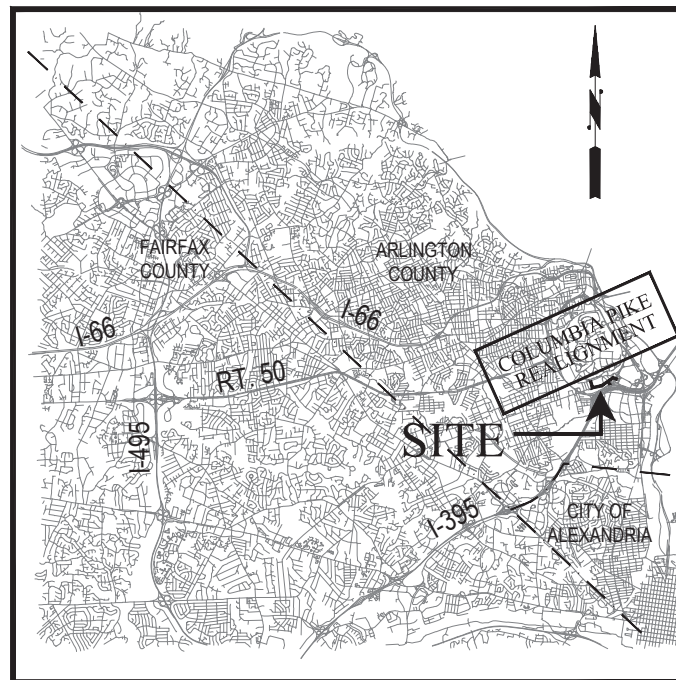
ROAD:	WIDTH	SURFACE	INTERMEDIATE	BASE	SUBGRADE
COLUMBIA PIKE	VARIABLE	2" SM-9.5D	4" IM-19.0	6" BM-25.0	12" 21B
S. JOYCE STREET	VARIABLE	2" SM-9.5D	4" IM-19.0	6" BM-25.0	12" 21B
S. NASH STREET	VARIABLE	2" SM-9.5D	4" IM-19.0	6" BM-25.0	12" 21B
WASH. BLVD. RAMPS					
EXIT FROM RTE 27	VARIABLE	2" SM-9.5D	4" IM-19.0	6" BM-25.0	12" 21B
ENTRANCE TO RTE 27	VARIABLE	2" SM-9.5D	4" IM-19.0	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 Principal Arterial	Urban Arterial	Urban Local Road	Interchange Ramp	Interchange Ramp
DESIGN SPEED	25 MPH	35 MPH	25 MPH	25 MPH	25 MPH

SPECIFICATIONS:

VDOT, 2020 Road and Bridge Specifications.

LOCATION MAP



Know what's below.
Call before you dig.

95% PLANS
PLANS PREPARED FOR



95% PLANS
TITLE SHEET

EXHIBIT C - DESIGN DRAWINGS

Project Manager	Lead Designer
THOMAS SHIFFLETT EDEN JEMAL	KIMLEY-HORN

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

DATE: DEC. 18, 2020	SCALE: N/A
HOR. VERT.:	N/A
DESIGNED: TEC	TEC
DRAWN: OCD	OCD
CHECKED: MRA	MRA
MISSILITY TRANSMITTAL:	
SHEET 1	

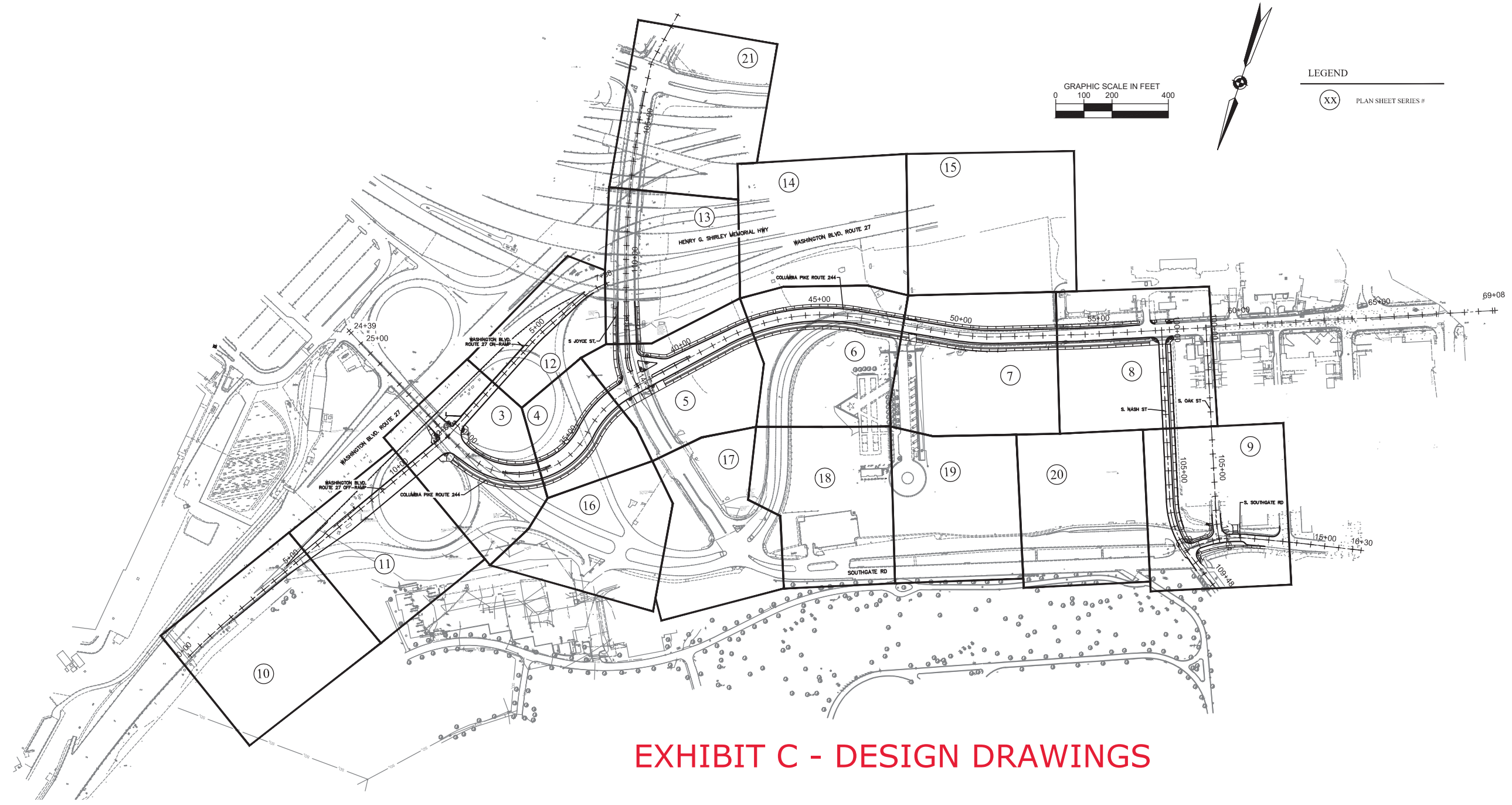
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Plotted By: Cook, Tommy December 18, 2020 12:48:50pm K:\NVA_RDW\11024-3021 ANC DAR\CAD\PlanSheets\30-A1-COVER SHEET.dwg

COLUMBIA PIKE ROUTE 244

Arlington County, Virginia

DEFENSE ACCESS ROAD - COLUMBIA PIKE REALIGNMENT

COLUMBIA PIKE: STA. 28+76 - STA. 57+67
 S. JOYCE STREET: STA. 111+50 - STA. 114+56
 S. NASH STREET: STA. 100+00 - STA. 108+73
 S. SOUTHGATE ROAD: STA. 10+00 - STA. 13+61
 S. OAK STREET: STA. 106+62 - STA. 107+54
 ROUTE 27 ON RAMP: STA. 0+00 - STA. 7+50
 ROUTE 27 OFF RAMP: STA. 2+04 - STA. 12+03



LEGEND
 (XX) PLAN SHEET SERIES #

EXHIBIT C - DESIGN DRAWINGS



Seal
 RW PLANS
 (95% DESIGN)
 NOT FOR
 CONSTRUCTION

Seal
 RW PLANS
 (95% DESIGN)
 NOT FOR
 CONSTRUCTION

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

95% PLANS
 SHEET INDEX MAP

DATE	DEC. 18, 2020
SCALE	HOR. 1" = 200'
VERT.	N/A
DESIGNED:	TEC
DRAWN:	OCD
CHECKED:	MRA
MISSILITY TRANSMITTAL #:	

SHEET
 1A

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Plotted By: Cook, Tommy December 22, 2020 06:43:45pm K:\NVA_RDWV\110243021_ANC DAR\CAD\PlanSheets\30-A1-SHEET INDEX.dwg

SHEET	SHEET NAME
1	TITLE SHEET
1A	SHEET INDEX MAP
1B	INDEX OF SHEETS
1C	RIGHT-OF-WAY DATA SHEET
1D	REVISION DATA SHEET
1E-1E(1)	SURVEY ALIGNMENT DATA SHEET
1F-1F(2)	EXISTING ROADWAY CONSTRUCTION ALIGNMENT DATA SHEET
1G-1G(2)	PROPOSED ROADWAY CONSTRUCTION ALIGNMENT DATA SHEET
1H-1H(22)	UNDERGROUND UTILITY TEST HOLE INFORMATION SHEET
1J(1A)-1 - 1J(1A)-10	MOT/TMP PHASE 1A
1J(1B)-1 - 1J(1B)-X6	MOT/TMP PHASE 1B
1J(1C)-1 - 1J(1C)-X3	MOT/TMP PHASE 1C
1J(1D)-1 - 1J(1D)-10	MOT/TMP PHASE 1D
1J(2A)-1 - 1J(2A)-X37	MOT/TMP PHASE 2A
1J(2B)-1 - 1J(2B)-11	MOT/TMP PHASE 2B
1J(2C)-1 - 1J(2C)-X4	MOT/TMP PHASE 2C
1J(2D)-1 - 1J(2D)-X4	MOT/TMP PHASE 2D
1J(2E)-1 - 1J(2E)-X5	MOT/TMP PHASE 2E
1J(3A)-1 - 1J(3A)-X6	MOT/TMP PHASE 3A
1J(4A)-1 - 1J(4A)-10	MOT/TMP PHASE 4A
1J(5A)-1 - 1J(5A)-10	MOT/TMP PHASE 5A
1J(5B)-1 - 1J(5B)-10	MOT/TMP PHASE 5B
1M-1M(13)	DRAINAGE AREA MAPS
1N-1N(2)	STORM AND SANITARY MANHOLE ELEVATIONS
1P	STORMWATER CALCULATIONS (NOT INCLUDED IN THIS SUBMISSION. SEE DRAINAGE REPORT.)
1Q-1Q(11)	PHOTOMETRIC PLAN
1R-1R(2)	TABULATION OF QUANTITIES
2-2(2)	GENERAL NOTES
2A-2A(9)	TYPICAL SECTIONS
2B	DETAILS SHEET
2C-2C(4)	LANDSCAPE CONSERVATION PLAN DETAILS
2D	TREE PROTECTION PLAN DETAILS
2E(1)-2E(4)	STREET LIGHTING DETAILS
2F-2F(2)	SIGNING AND PAVEMENT MARKING NOTES & DETAILS
2G-2G(2)	RETAINING WALL NOTES AND DETAILS
2H	SANITARY DETAILS
2J-2J(1)	WATER DETAILS
2K	DRY UTILITY DETAILS
2K(1)	VDOT & COMMUNICATIONS DETAILS
3-13	ROADWAY PLAN
3A-13A	ROADWAY PROFILES
3B-13B	STAKING PLAN
3C-20C	GRADING PLAN AND CURB RETURN PROFILES
3D-20D	PHASE I EROSION AND SEDIMENT CONTROL AND DEMOLITION PLAN
3E-20E	PHASE II EROSION AND SEDIMENT CONTROL PLAN
3F-20F	EXISTING CONDITIONS PLAN
3G-20G	RIGHT-OF-WAY PLAN
3H-13H	SIGNING AND PAVEMENT MARKING PLAN
3J-13J	STORM DRAIN PROFILES
5K-20K	SANITARY PLAN
4M-21M	WATERLINE PLAN
3N-13N	STREET LIGHTING PLAN
3P-15P	RETAINING WALL PLAN AND PROFILES
3Q-18Q	DRY UTILITIES PLAN
3R-13R	LANDSCAPE CONSERVATION PLAN

SHEET	SHEET NAME
22(1)-22(1B)	TRAFFIC SIGNAL MODIFICATION NOTES
22(2-5)	TRAFFIC SIGNAL DESIGN PLAN
22(2A-5A)	TRAFFIC SIGNAL COMMUNICATIONS PLAN
23(1-4)	SANITARY PROFILE
24(1-7)	WATERLINE PROFILE
25(1-4)	DOMINION PROFILE
26(1-5)	VERIZON PROFILE
27(1-2)	COMCAST PROFILE
28(1-2)	MCI PROFILE
29(1-2)	UTILITY TRUNK PROFILE
30	ACF PROFILE
31	ACF AND FIBERLIGHT PROFILE
32(1-3)	JONES PROFILE
33(1-5)	USAF 844 PROFILE
34(1-4)	VDOT COMM PROFILE
X1-X60	CROSS SECTIONS
APPENDIX 1	TUNNEL & RETAINING WALL PLANS

SYMBOLS

SEE ADDITIONAL SYMBOLS ON SHEETS 3F-30F

ABBREVIATIONS

FO	FIBER OPTIC
UGE	UNDERGROUND ELECTRIC
ROW	RIGHT-OF-WAY
L/A	LIMITED ACCESS CONTROL LIMIT
AFM	AIR FORCE MEMORIAL
AFDW	AIR FORCE DISTRICT OF WASHINGTON
TC	TOP OF CURB
BC	BACK OF CURB
S/W	SIDEWALK
ME	MATCH EXISTING
EP	EDGE OF PAVEMENT
R	RADIUS MEASURED TO FACE OF CURB
TBR	TO BE REMOVED
TBA	TO BE ABANDONED

EXHIBIT C - DESIGN DRAWINGS



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

Kimley-Horn
KIMLEY-HORN AND ASSOCIATES, INC.
10000 WILSON ROAD
FARMERSVILLE, VA 22939
Phone: 703-674-1500
Fax: 703-674-1500

Seal
RW PLANS
(95% DESIGN)
NOT FOR
CONSTRUCTION

Seal
RW PLANS
(95% DESIGN)
NOT FOR
CONSTRUCTION

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

95% PLANS
INDEX OF SHEETS

DATE	DEC. 18, 2020
SCALE	N/A
HOR.	N/A
VERT.	N/A
DESIGNED:	TEC
DRAWN:	OCB
CHECKED:	MRA
MISS UTILITY TRANSMITTAL:	



Legend

- Commonwealth to Army
- Army to Commonwealth
- Army to Arlington County
- Commonwealth easement to Arlington County
- Existing Army Easement to Commonwealth (to revert back to USA)

**Exhibit D
Lands to be Conveyed**

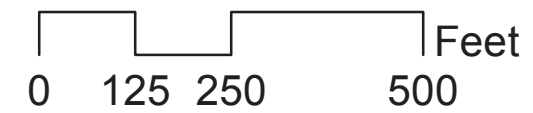




Exhibit E: Future Roadway Alignment

January 2021 CTB Meeting

D12

0501-071-762, C501

Halifax County

The purpose of this project scope consists of roadway widening improvements to provide a three (3) lane roadway section with upgraded shoulders. The project limits extend from just north of Route 610 (Murphy Grove Road) to the intersection of Route 501 and Route 643. The improvements will also include vertical alignment adjustments to address multiple sight distance concerns, realignment of a 4-way intersection, as well as implement access management improvements throughout the corridor.

Traffic will be maintained with a minimum of a single lane in each direction throughout the project duration. During construction, access will be maintained for all residences.

Fixed Completion Date: May 5, 2023

D55

0006-043-760,P101, R201, C501

Henrico County

The purpose of this project is to improve intersection capacity and safety by providing extra turn lanes and storage as well as implementing access management practice. On Route 6 (Patterson Avenue), dual left turn lanes will be provided at both approaches and the eastbound right turn lane will be extended. On Parham Road which is maintained by the County, dual left turn lanes as well as an exclusive right turn lane will be provided in the northbound approach. Extra storage will be added to the southbound left turn lane by closing the median at Wetherly Drive. The signal at the intersection will be replaced and updated. Pedestrian sidewalk will be provided along Parham Road on the east side south of Route 6 (Patterson Avenue) and on the west side north of the intersection. At the intersection crosswalks are going to be provided to cross both Route 6 (Patterson Avenue) and Parham Road. Median closures and turn restrictions will be implemented at certain locations for access management to improve safety.

Traffic will be maintained with a minimum of a single lane in each direction throughout the project duration. During construction, access will be maintained for local businesses and residences.

Fixed Completion Date: October 18, 2022

AWARD

PRIMARY

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
D12	104946	FROM: 0.975 MI. S OF RTE 610	HAYMES BROTHERS, INC.	3	\$14,078,561.91	\$12,040,450.87	Within
	0501-041-762, C501	TO: 0.956 MI. N OF RTE 610	CHATHAM				
	STP-041-3(051)	HALIFAX	VA				
	Construction Funds	LYNCHBURG DISTRICT					
		SMART SCALE - GRADE, DRAIN AND PAVE: PASSING LANE					
D55	101034	FROM: 0.27 MI W PARHAM RD	ALLAN MYERS VA, INC.	4	\$6,577,777.00	\$6,210,214.87	Within
	0006-043-760, C501	TO: 0.28 MI E PARHAM RD	GLEN ALLEN				
	STP-5A27(755)	HENRICO	VA				
	Construction Funds	RICHMOND DISTRICT					
		SMART SCALE - INTERSECTION IMPROVEMENT					

2 Recommended for AWARD \$20,656,338.91



**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:

Virginia Freedom of Information Advisory Council
General Assembly Building, Second Floor
201 North 9th Street, Richmond, Virginia 23219
foiacouncil@dls.virginia.gov/Fax: 804-371-8705/Tele: 866-448-4100