



## COMMONWEALTH of VIRGINIA

### *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

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

### **AGENDA**

## **MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD**

Hotel Roanoke  
110 Shenandoah Avenue  
Roanoke, Virginia 24016  
Crystal Ballroom

May 17, 2017

9:00 a.m. or upon adjournment of the May 16, 2017 Workshop Meeting.

### **Public Comments:**

### **Approval of Minutes April 19, 2017**

### **MAINTENANCE DIVISION:**

***Presenting: Garrett Moore***  
***Chief Engineer***

1. Action on Commemorative Naming of the bridge on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County Located in the Hampton Roads District as the "Carrsville Community Memorial Bridge".

### **INFRASTRUCTURE INVESTMENT DIVISION:**

***Presenting: Kimberly Pryor***  
***Division Director***

2. Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2017-2022.
3. Action on FY17-22 Six-Year Improvement Program Transfers for March 23, 2017 through April 20, 2017.

**NORTHERN VIRGINIA DISTRICT:**

***Presenting: Garrett Moore***  
***Chief Engineer***

4. Action on Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and the United States Department of Defense Regarding Multimodal Improvements on and near the Pentagon for the I-395 Express Lanes Northern Extension.

**LOCATION AND DESIGN DIVISION:**

***Presenting: Garrett Moore***  
***Chief Engineer***

5. Action on Approval of Proposed Temporary Limited Access Control Change Fairfax County Parkway on Northbound Ramp from Telegraph Road, Fairfax County Located in the Northern Virginia District.

**LOCAL ASSISTANCE DIVISION:**

***Presenting: Julie Brown***  
***Division Administrator***

6. Action on Economic Development Access Project Allocations, specifically, City of Roanoke Deschutes Brewery, Located in the Salem District.
7. Action on Revenue Sharing Reallocation, City of Roanoke, Roanoke River Greenway, Phase II, Located in the Salem District.
8. Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and FHWA-Eastern Federal Lands Highway Division for a Project Receiving Funds through the Federal Lands Access Program, Roanoke River Greenway Extension, Roanoke County, Located in the Salem District

**NEW BUSINESS:**

**ADJOURNMENT:**

###



# COMMONWEALTH of VIRGINIA

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Chairman

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*Agenda item #1*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**May 17, 2017**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

**Title: “Carrsville Community Memorial Bridge”**  
**Commemorative Naming of the bridge on US Route 58 Business, Carrsville Highway, over**  
**the set of CSX railroad tracks, Isle of Wight County**

**WHEREAS**, the Isle of Wight County Board of Supervisors wants to recognize the unique, shared community identity and heritage of the people living and that have lived in the community where the bridge is found; and

**WHEREAS**, in accordance with § 33.2-213 of the *Code of Virginia*, the Isle of Wight County Board of Supervisors has requested, by resolution, that the Commonwealth Transportation Board, to recognize the unique, shared community identity and heritage of the people living and that have lived in Carrsville, name the bridge on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County as the “Carrsville Community Memorial Bridge”; and

**WHEREAS**, the Board of Supervisors of Isle of Wight County has agreed to reimburse the costs associated with providing and installing the necessary signs.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to § 33.2-213 of the *Code of Virginia*, the Commonwealth Transportation Board hereby names the bridge on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County as the “Carrsville Community Memorial Bridge”; and

**BE IT FURTHER RESOLVED**, the Department of Transportation is hereby directed to fabricate and erect appropriate signs and to invoice Isle of Wight County for the costs related to this commemorative naming.

####

## CTB Decision Brief

### Bridge Naming: “Carrsville Community Memorial Bridge”

**Issue:** Commemorative naming of the bridge on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County.

**Facts:** The citizens of Carrsville have a long history of being an active and united community working for the improvement of the area through volunteer groups, civic organizations and church activities. Many of the current residents represent families which have been settled in the area for generations. Carrsville is a census-designated place in Isle of Wight County with a population of 359 in the 2010 Census.

The town is named for Jesse Carr, whose family had long roots in Isle of Wight County. Jesse Carr died in the place that would later bear his name. Carrsville was located on the Portsmouth and Roanoke Railroad, built through the area in the mid-1830s to provide a link between the Roanoke River and the port areas of Norfolk and Portsmouth. The railroad is now part of CSX Transportation.

On January 19, 2017, the Isle of Wight County Board of Supervisors, wishing to recognize the unique, shared community identity and heritage of the location where the bridge is found, passed a resolution requesting the bridge located on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County, be named the “Carrsville Community Memorial Bridge”.

**Recommendations:** The Virginia Department of Transportation (VDOT) recommends this request be approved.

**Action Required by CTB:** The *Code of Virginia* requires a majority of the CTB members to approve a resolution naming the bridge. A resolution will be provided for the Board’s consideration.

**Result if Approved:** The bridge located on US Route 58 Business, Carrsville Highway, over the set of CSX railroad tracks, Isle of Wight County, will be known and signed as the “Carrsville Community Memorial Bridge”.

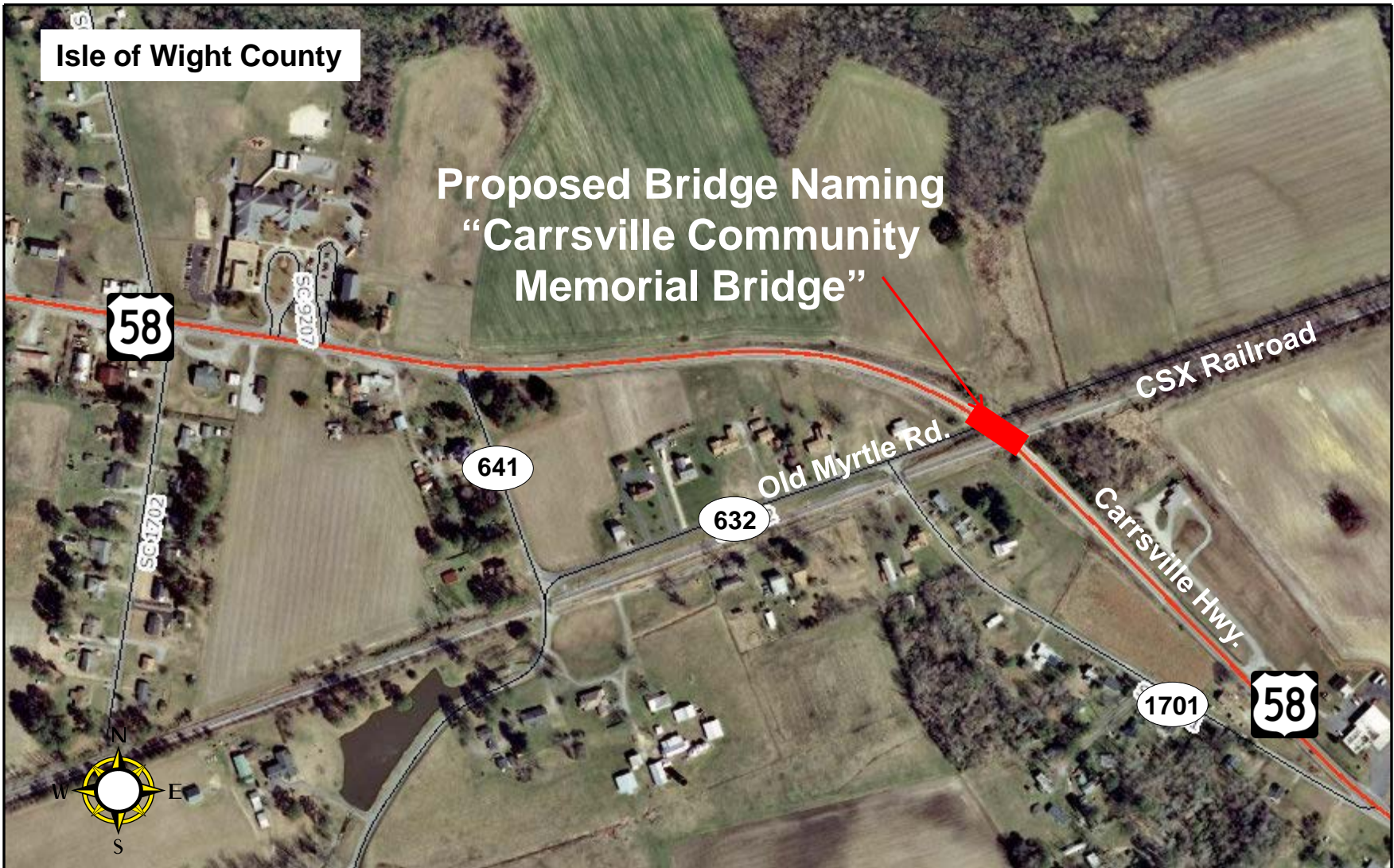
In accordance with law, the County will reimburse the costs associated with providing and installing the necessary signs and VDOT will invoice accordingly.

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** VDOT is not aware of any opposition to this proposal.

Isle of Wight County

Proposed Bridge Naming  
“Carrsville Community  
Memorial Bridge”






# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1700 NORTH MAIN STREET  
SUFFOLK, VIRGINIA 23434

Charles A. Kilpatrick, P.E.  
Commissioner

March 16, 2017

TO: Mr. John F. Jacobs, PE  
FROM: J. E. Lomax, II   
SUBJECT: Route 58 Business Bridge (Isle of Wight County)

Please find attached the Resolution to Request the Commonwealth Transportation Board name the Route 58 (Business) Bridge the "Carrsville Community Memorial Bridge"

If any additional information is needed please contact me at 757-346-3065

**RESOLUTION TO REQUEST THE COMMONWEALTH  
TRANSPORTATION BOARD NAME THE ROUTE 58 (BUSINESS) BRIDGE  
THE "CARRSVILLE COMMUNITY MEMORIAL BRIDGE"**

**WHEREAS**, the Virginia Department of Transportation (VDOT) is currently replacing the Route 58 (Business)/Carrsville Highway bridge (UPC 81435); and,

**WHEREAS**, said project is scheduled for completion November 2017; and,

**WHEREAS**, there is no current or previous name for said bridge applied by the General Assembly; and,

**WHEREAS**, the citizens of Carrsville have a long history of being an active, united community working for the improvement of the area through volunteer groups, civic organizations, and church activities; and,

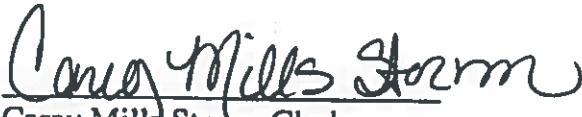
**WHEREAS**, many of the current residents represent families which have been settled in the area for generations; and,

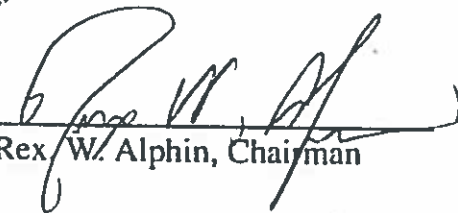
**WHEREAS**, this name reflects their unique community identity and heritage and is supported by a community petition of over one hundred (100) individual signatures.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Isle of Wight County Board of Supervisors hereby requests that the Commonwealth Transportation Board name the bridge on Route 58 (Business) the "Carrsville Community Memorial Bridge" in recognition of the unique shared community identity and heritage of the location where the bridge is found.

**BE IT FURTHER RESOLVED**, that Isle of Wight County will assume the costs for the fabrication and installation of signs for this naming.

Adopted this 19<sup>th</sup> day of January 2017.

  
Carey Mills Storm, Clerk

  
Rex W. Alphin, Chairman

Approved as to form:

  
Mark C. Popovich, County Attorney



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*Agenda item # 2*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**May 17, 2107**

#### **MOTION**

**Made By:**

**Seconded By:**

**Action:**

#### **Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2017-2022**

**WHEREAS**, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1<sup>st</sup> 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**, after due consideration the Board adopted a Final Fiscal Years 2017-2022 Program on June 14, 2016; and

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

**WHEREAS**, Section 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 Sections 33.2-358 and 58.1-638 of the *Code of Virginia*, by adopting a Program; and



Resolution of the Board  
Addition of Projects to the SYIP  
May 17, 2017  
Page Two

**WHEREAS**, Section 58.1-638 authorizes 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 2017-2022 Program adopted by the Board on June 14, 2016; 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 2017 through 2022 and are approved.

####

## CTB Decision Brief

### Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2017 - 2022

**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 1<sup>st</sup> of each year in accordance with Section 33.2-214(B) of the *Code of Virginia*. On June 14, 2016, after due consideration, the CTB adopted a Final FY 2017-2022 Program. The projects shown in Appendix A were not in the Final FY 2017-2022 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 2017–2022.

**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 2017–2022 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 2017-2022.

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** None

**Appendix A**  
**Amendments to the FY2017-2022 SYIP**

Row	UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
NA	110634	Hampton	Suffolk	-	Nansemond Pkwy/Wilroy Rd Overpass over Commonwealth Railway	\$25,723,440	\$25,723,440	\$0	NHPP, Rail Safety, Revenue Sharing, Local	Yes
<b>Total</b>						<b>\$25,723,440</b>	<b>\$25,723,440</b>	<b>\$0</b>		



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Agenda item # 3

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

May 17, 2017

MOTION

Made By: Seconded By:

Action:

Title: FY17-22 Six-Year Improvement Program Transfers
for March 23 through April 20, 2017

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. On June 14, 2016, a resolution was approved to allocate funds for the Fiscal Years 2017 through 2022 Program; and

WHEREAS, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2017 through 2022 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2017 through 2022 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project; and

Table with 2 columns: Total Cost Estimate and Threshold. Rows include categories like <\$5 million, \$5 million to \$10 million, and >\$10 million with corresponding allocation increase thresholds.

Resolution of the Board

FY17-22 Six-Year Improvement Program Transfers for March 23 through April 20, 2017

May 17, 2017

Page Two

**WHEREAS**, the Board directed that (a) the Commissioner shall notify the Board on a monthly basis should such transfers or allocations be made; and (b) the Commissioner shall bring requests for transfers of allocations exceeding the established thresholds to the Board on a monthly basis for its approval prior to taking any action to record or award such action; and

**WHEREAS**, the Board is being presented a list of the transfers exceeding the established thresholds attached to this resolution and agrees that the transfers are appropriate.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commonwealth Transportation Board, that the attached list of transfer requests exceeding the established thresholds is approved and the specified funds shall be transferred to the recipient project(s) as set forth in the attached list to meet the Board's statutory requirements and policy goals.

####

## CTB Decision Brief

### FY2017-2022 Six-Year Improvement Program Transfers for March 23 through April 20, 2017

**Issue:** Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) in accordance with statutes and federal regulations. Throughout the year, it may become necessary to transfer funds between projects to have allocations available to continue and/or initiate projects and programs adopted in the Program.

**Facts:** On June 14, 2016, the CTB granted authority to the Commissioner of Highways (Commissioner), or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2017 through 2022 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2017 through 2022 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project:

<b>Total Cost Estimate</b>	<b>Threshold</b>
<\$5 million	up to a 20% increase in total allocations
\$5 million to \$10 million	up to a \$1 million increase in total allocations
>\$10 million	up to a 10% increase in total allocations up to a maximum of \$5 million increase in total allocations

In addition, the CTB resolved that the Commissioner should bring requests for transfers of allocations exceeding the established thresholds to the CTB on a monthly basis for its approval prior to taking any action to record or award such action.

The CTB will be presented with a resolution for formal vote to approve the transfer of funds exceeding the established thresholds. The list of transfers from March 23 through April 20, 2017 is attached.

**Recommendations:** VDOT recommends the approval of the transfers exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

**Action Required by CTB:** The CTB will be presented with a resolution for a formal vote to adopt changes to the Program for Fiscal Years 2017 – 2022 that include transfers of allocated funds exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

**Result, if Approved:** If approved, the funds will be transferred from the donor projects to projects that meet the CTB's statutory requirements and policy goals.

CTB Decision Brief

FY17-22 Six-Year Improvement Program Transfers for March 23 through April 20, 2017

May 17, 2017

Page Two

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** None

**Six-Year Improvement Program Allocation Transfer Threshold Report  
April 2017**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comment
1	Statewide	STATEWIDE RAIL SAFETY BALANCE ENTRY; STATEWIDE SYIP UPDATE BALANCE ENTRY	-1179; 70704	Hampton Roads	Nansemond Pkwy/Wilroy Rd Overpass over Commonwealth Railway	110634	NHPP:Statewide - Federal; NHPP:Statewide - Soft Match; Rail Highway Crossings:Statewide - Federal; Rail Highway Crossings:Statewide - Soft Match	15,831,348	25,723,440	25,723,440	61.5%	Transfer of surplus funds recommended by District and Traffic Engineering Division from the Statewide Safety and SYIP Balance Entry line items to fund a scheduled project.
2	Lynchburg	LYNCHBURG - ODD FELLOWS/GREENVIEW - D/B DEVELOPMENT; RTE 15 - CONSTRUCT 3 LANES; RTE 501 - REPLACE BRIDGE & APPROACHES OVER JAMES RIVER; RTE 501 - SPOT IMPROVEMENTS	50514; 52390; 97136; 100023	Lynchburg	RTE 29 SBL & NBL - BR & APPR OVER NSRR FED ID 20579 & 20580	104599	Primary Formula:Federal; Primary Formula:State; Primary Formula:State Match; STP:Bridge - Federal; STP:STP Bridge - Soft Match	3,195,183	13,306,621	15,225,289	24.0%	Transfer of surplus funds recommended by District and Structure & Bridge Division from completed projects to fund a scheduled project.
3	Lynchburg	DISTRICTWIDE - HSIP ROADWAY SAFETY ASSESSMENT	81355	Lynchburg	SAFETY PRESCOPING - LYNCHBURG	109817	Highway Safety Improvements:Federal; Highway Safety Improvements:State Match	101,609	411,229	454,144	24.7%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund an underway project.
4	Northern Virginia	Formula Fund Balance Entry - Northern Virginia; NORTHERN VIRGINIA (NOVA) CMAQ BALANCE ENTRY	-11515; 70716	Northern Virginia	OLD COURTHOUSE ROAD SRTS SIDEWALK - FAIRFAX	105990	CMAQ:Federal; Primary Formula:State	1,000,000	1,850,000	1,850,000	54.1%	Transfer of surplus funds recommended by District and MPO from the Formula and CMAQ Balance Entry line items to fund a scheduled project.



**Six-Year Improvement Program Allocation Transfer Threshold Report  
April 2017**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comment
A	Bristol	BRISTOL DISTRICT BRIDGE BALANCE ENTRY	-16982	Bristol	Fed ID 22547 Rte 61 E Riverside Drive@Cinch River Va#1805	86292	CTB Formula:Bridge - State	151,110	1,507,522	1,507,522	10.0%	Transfer of surplus funds recommended by the District and Structure & Bridge Division from the District Bridge Balance Entry line item to fund a scheduled project.
B	Bristol	Formula Fund Balance Entry- Bristol	-11500	Bristol	Rte 52 Over Wolf Creek (Fed. ID 2962)	90177	Districtwide:Federal	3,825	2,176,357	2,014,427	0.2%	Transfer of surplus funds recommended by the District from the District Formula Balance Entry line item to fund a completed project.
C	Bristol	US 460 Shoulder Initiative - Tazewell County	107066	Bristol	Buchanan County Secondary HRRR Improvements	107118	Highway Safety Improvements:Federal; Highway Safety Improvements:Soft Match	527	371,309	371,309	0.1%	Transfer of surplus funds recommended by the District and Traffic Engineering Division from a scheduled project to fund an underway project.
D	Lynchburg	RTE 15 - CONSTRUCT 3 LANES	52390	Lynchburg	LYNCHBURG - ODD FELLOWS/GREENVIEW - D/B DEVELOPMENT	100023	Primary Formula:Federal; Primary Formula:State Match	73,136	2,526,864	2,526,865	2.9%	Transfer of surplus funds recommended by District from a completed project to fund an underway project.
E	Northern Virginia	GLEBE RD/RT 120 & RT 50 Bridge - Interchange Improve	93805	Northern Virginia	BUILD INTERCHANGE @ RT 29 & LINTON HALL RD IN GAINESVILLE	52326	Priority Transportation Funds:State	56	215,970,449	211,941,806	0.1%	Transfer of surplus funds recommended by District and Financial Planning Division from a completed project to fund a completed project.
F	Northern Virginia	NORTHERN VIRGINIA DISTRICT BRIDGE BALANCE ENTRY	-16988	Northern Virginia	Bridge Replace. Forest Mills Road Over Trib. of Crooked Run	99678	Bond Match:State Bond Match; Bridge Replacement:Federal	5,442	2,922,414	2,917,259	0.2%	Transfer of surplus funds recommended by District and Structure & Bridge Division from the District Bridge Balance Entry line item to fund a scheduled project.
G	Richmond	RTE 1 - INSTALL SIDEWALKS	13461	Richmond	Richmond Region-wide Traffic/Operations Improvements	101492	CMAQ:Federal	1,046,131	26,254,175	18,312,343	4.0%	Transfer of surplus funds recommended by District and MPO from a completed project to fund a scheduled project.
H	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Salem	RTE. 220 - Safety Improvements	93465	Highway Safety Improvements:Federal; Highway Safety Improvements:State Match	294,315	1,854,676	1,854,676	15.9%	Transfer of surplus funds recommended by the District and Traffic Engineering Division from the Statewide Safety Balance Entry line item to fund a completed project.

**Six-Year Improvement Program Allocation Transfer Threshold Report  
April 2017**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comment
I	Salem; Statewide	District Closeout Balance Entry - Salem; Formula Fund Balance Entry-Salem ; RTE. 220 - Safety Improvements; RTE. 58-H'VILLE ELEM-GARDNER STREAM RESTORATION - RW ONLY; STATEWIDE SYIP UPDATE BALANCE ENTRY	-11521; -11520; -1179; 93333; 93465	Salem	RTE. 220 Safety Improvement Project – Ph. 1, 2, & 3	105543	National Highway System Allocations:Federal; Primary Formula:Federal/State; Primary Formula:State; STP:Statewide - Federal; STP:Statewide - Soft Match	1,795,397	80,450,448	78,651,678	2.2%	Transfer of surplus funds recommended by the District from the District Balance Entry line items and completed projects to fund a scheduled project.
J	Staunton	STAUNTON GR - TASK #03	101894	Staunton	Adding Right Turn Lane to Rt 661 to South Rte 11	100547	Highway Safety Improvements:Federal; Highway Safety Improvements:State Match	94,000	1,373,583	1,373,056	6.8%	Transfer of surplus funds recommended by District and Traffic Engineering Division from a completed project to fund a scheduled project.



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

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*Agenda item # 4*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

May 17, 2017

#### MOTION

**Made By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_

**Action:** \_\_\_\_\_

**Title: Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and the United States Department of Defense Regarding Multimodal Improvements on and near the Pentagon for the I-395 Express Lanes Northern Extension.**

**WHEREAS**, the Virginia Department of Transportation (the "Department") intends to extend existing high-occupancy toll lanes on Interstates 95 and 395 approximately eight miles north from Turkeycock Run to the Washington D.C. line (the "Project"); and

**WHEREAS**, the Project includes certain multimodal improvements on and near the Pentagon, which is the headquarters of the United States Department of Defense ("DoD"); and

**WHEREAS**, the Department and DoD desire to enter into a memorandum of agreement to govern their rights and duties relating to (i) the work on and near the Pentagon and (ii) the long-term maintenance of the multimodal improvements, attached hereto as Attachment A; and

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

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and the United States Department of Defense Regarding Multimodal Improvements on and near the Pentagon for the I-395 Express Lanes Northern Extension.

May 17, 2017 Page Two

**NOW, THEREFORE, BE IT RESOLVED**, that the CTB hereby approves, and authorizes the Commissioner of Highways to execute, a memorandum of agreement between the Department and DoD, governing their rights and duties relating to the work and improvements on or near the Pentagon as part of the Project in substantially the form set out in Attachment A, with such changes as the Commissioner deems necessary or appropriate.

####

## **CTB Decision Brief**

**Title:** Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and the United States Department of Defense Regarding Multimodal Improvements on and near the Pentagon for the I-395 Express Lanes Northern Extension.

**Issue:** In furtherance of the project to extend existing high-occupancy toll lanes on Interstates 95 and 395 approximately eight miles north from Turkeycock Run to the Washington D.C. line (the “Project”), it is necessary for the Virginia Department of Transportation (the “Department”) and the United States Department of Defense (“DOD”) to enter into a Memorandum of Agreement (“MOA”) regarding certain multimodal improvements on and near the Pentagon as part of the Project. Approval of the MOA by the Commonwealth Transportation Board (“CTB”) and authorization for the Commissioner of Highways to execute the MOA are sought.

**Facts:** The MOA will govern access rights, security, acceptance, ongoing maintenance, and other rights and duties that apply to the multimodal improvements at the Pentagon. The CTB is authorized under Virginia Code § 33.2-221(A) to enter into contracts and agreements with the United States government.

**Recommendations:** The Department recommends that the CTB approve the MOA, attached hereto as Attachment A, and authorize the Commissioner of Highways to execute the MOA.

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

**Result, if approved:** The Commissioner will execute the MOA with DoD which will facilitate completion of the multimodal improvements on and near the Pentagon for the I-395 Express Lanes Northern Extension.

**Options:** Approve, Deny, or Defer

**ATTACHMENT A**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**Virginia Department of Transportation and**  
**Department of Defense, Washington Headquarters Services**  
**regarding the Multimodal Improvements to the Pentagon Reservation**

**THIS MEMORANDUM OF AGREEMENT (“MOA”)**, is made and entered in to this \_\_\_ day of May, 2017, between Washington Headquarters Services (“**WHS**”), a Department of Defense (“DoD”) field activity responsible for managing and operating the “Pentagon Reservation” (defined below), and the Virginia Department of Transportation (“VDOT”).

**RECITALS**

- A. VDOT intends to enter into an amended and restated comprehensive agreement (ARCA) in or about May 2017, with 95 Express Lanes, LLC (“Concessionaire”) to design, construct, operate, and maintain improvements on the I-95/I-395 corridor between 2.2 miles south of the route 610 interchange (Garrisonville Road), and Washington, D.C.
- B. As part of the ARCA, VDOT, in coordination with Concessionaire, is expanding existing High Occupancy Toll (“HOT”) Lanes on I-395 (“395 HOT Lanes”) to the Pentagon, and is improving multimodal access to the Pentagon.
- C. VDOT, by and through Concessionaire, will design and construct new bus lanes on the perimeter of the eastern portion of the South Parking Area north of I-395 and a fourth lane on South Rotary Road between Eads Street and Fern Street to improve the throughput of traffic on the Pentagon Reservation. VDOT, by and through Concessionaire, will design and construct the Hayes Street Parking Area Improvements to temporarily accommodate tour buses. VDOT will also install corresponding traffic signals, dynamic message signs, gate arms, cameras, “Related Equipment” (defined below), and fencing.
- D. DoD/WHS owns, operates, and maintains as its property the area of real property known as the “South Parking Area” located on the Pentagon Reservation.
- E. DoD/WHS also owns, operates, and maintains as its property certain parking areas situated between I-395 and Army Navy Drive.
- F. VDOT currently owns, operates, and maintains as its property I-395, including associated entrance and exit ramps.
- G. DoD/WHS desires to permit VDOT and/or the VDOT Assignees to design and construct the Project Improvements on the Pentagon Reservation to facilitate future operation of the 395 HOT Lanes in conjunction with related traffic flow into the Pentagon Reservation. The responsibility for maintenance of improvements after construction is completed is described in this MOA.
- H. As part of the 395 HOT Lanes project, DoD/WHS will grant VDOT and/or the VDOT Assignees the right to install the TTMS Roadside Equipment on the

Pentagon Reservation, and the permanent right to access and maintain the TTMS Roadside Equipment.

- I. Except as otherwise provided in this MOA, VDOT and/or the VDOT Assignees will be responsible for all costs associated with the Work.
- K. DoD/WHS and VDOT desire to enter into this MOA to ensure effective management of the Project Improvements to the Pentagon Reservation and to their interface with the 395 HOT Lanes, to delineate future maintenance and operational responsibilities, and to set forth the terms and conditions related thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, DoD/WHS and VDOT hereby agree as follows:

**1. DEFINITIONS.**

- 1.1 DoD – The United States Department of Defense.
- 1.2 Fourth Lane – The 395-HOT-Lanes-access-only lane to be located between Eads Street and Fern Street on South Rotary Road.
- 1.3 Fourth Lane Improvements – The improvements associated with the Fourth Lane, including TTMS Roadside Equipment and additional paving to provide improved vehicular access to the 395 HOT Lanes.
- 1.4 Hayes Street Parking Area – The parking area owned by DoD and located northwest of the intersection of South Hayes Street and Army Navy Drive upon which the Hayes Street Parking Area Improvements shall be constructed as shown in Attachment 1.22.4 attached hereto.
- 1.5 Hayes Street Parking Area Improvements – Improvements as defined in Attachment 1.22.4. Generally, the Hayes Street Parking Area Improvements include (i) modifications to the northeast section of the parking lot to accommodate tour buses, (ii) restriping of paved areas to channel tour buses to parking areas, (iii) pavement strengthening (but only if required), and (iv) removal of security booth and associated utilities.
- 1.6 Maintenance – The term “maintenance” shall include all necessary upkeep related to the physical condition of an item, as well as the upkeep and repair of any electrical or communications equipment necessary to make an item function properly.
- 1.7 Party or Parties – VDOT or DoD/WHS, individually, or both of the foregoing collectively.
- 1.8 Pentagon – The headquarters of DoD.
- 1.9 Pentagon Force Protection Agency (PFPA) - Civilian defense agency within the Department of Defense with security, law enforcement, and force protection responsibilities at the Pentagon and other delegated facilities.

- 1.10 Pentagon Reservation – That area of land and improvements thereon, titled in the name of the United States of America, located in Arlington, Virginia, on which, among other things, the Pentagon and other related facilities are located.
- 1.11 Pentagon Reservation Easements – Those easements depicted on Attachment 1.22.3.
- 1.12 Project Improvements – The South Parking Improvements (inclusive of the Fourth Lane Improvements) and the Hayes Street Parking Area Improvements.
- 1.13 Related Equipment – Any mechanical, electrical, or electromechanical equipment necessary for the operation and full functionality of the primary machine or device (as determined by the context in which this term is used), including but not limited to wires, power connections, and telecommunications equipment.
- 1.14 Security Equipment – Any item or structure specified by DoD/WHS as necessary to protect, deter, detect, and defend the Pentagon Reservation and its occupants from law enforcement threats and security threats.
- 1.15 South Parking Area – The parking area located on the Pentagon Reservation and owned by DoD/WHS north of I-395 and bounded by South Rotary Road and Eads Street.
- 1.16 South Parking Improvements – The improvements as defined in Attachment 1.22.1. Generally, the South Parking Improvements include (i) new concrete pavement for the bus loop; (ii) storm drainage enhancements; (iii) new sidewalks, fencing, and K-12 barrier system; (iv) new signage and pavement markings; (v) security enhancements; (vi) new lighting; (vii) a conduit duct bank, vault, and associated communications infrastructure, (viii) newly installed traffic signals on the Pentagon Reservation, and (ix) the Fourth Lane Improvements.
- 1.17 TTMS (Tolling and Traffic Management System) Roadside Equipment – Physical equipment that supports the 395 HOT Lanes tolling and traffic management system that includes, but is not limited to, fixed and dynamic message signs and their support structures, gates, AID cameras and poles, conduit duct banks including power and communications cabling, related power sources, and related cabinets and foundations, the locations of which are depicted and highlighted on Attachment 1.22.3.
- 1.18 VDOT – The Virginia Department of Transportation.
- 1.19 VDOT Assignees – The Concessionaire and its agents, employees, and contractors and supplier of any tier.
- 1.20 WHS – The Washington Headquarters Services.
- 1.21 Work – The design and construction of the Project Improvements.
- 1.22 The Attachments listed below are hereby incorporated into and made part



of this MOA, and this MOA and the incorporated Attachments shall be the “Agreement Documents.” In the event of conflict among the Agreement Documents, the provisions of this [18]-page MOA shall supersede the Attachments. Except as otherwise described herein, any inconsistency among the Attachments shall be resolved by giving priority to the Attachments in the order of the listing below:

- 1.22.1 The eight-page document titled “395 Project Information and Technical Requirements Attachment 1.0e Pentagon South Parking Scope of Work” (including Appendices A, B, and C thereto)
- 1.22.2 The 11-page document titled “I-395 Project Exhibit C-3 Technical Requirements Attachment 1.0a 395 Express Lanes Scope of Work” (including Appendices A and B thereto)
- 1.22.3 The three-page document titled “395 Express Lanes – Pentagon Reservation Easement Locations Narrative” dated [March 27], 2017, including the sheets titled “395 Express Lanes Pentagon Reservation Easement Locations, Sheets 1 and 2 of 2,” dated [March 27], 2017
- 1.22.4 The three-page document titled “I-395 Project Hayes Street Parking Lot Scope of Work” dated February 7, 2017
- 1.22.5 DD Form 2798, Application/Permit Request for Use of Space on the Pentagon Reservation
- 1.22.6 Transfer and Acceptance of DoD Real Property (DD Form 1354)
- 1.22.7 Unified Facilities Criteria (UFC), Criteria for Transfer and Acceptance of DoD Real Property, August 2011
- 1.22.8 The nine-page document titled “395 Express Lanes Communications Protocol for Interactions with DOD/WHS” updates as of March 28, 2017 (version 0.3)
- 1.22.9 FSD Construction Management, General Requirements
- 1.22.10 VDOT Job Site Safety Requirements
- 1.22.11 395 Express Lanes Pentagon South Parking Construction Concept Plan

**2. PENTAGON IMPROVEMENTS, OWNERSHIP & REAL PROPERTY OUTGRANT.**

- 2.1 Subject to Section 8.4, VDOT and/or the VDOT Assignees will complete the Work. However, if the Concessionaire and VDOT do not execute the

ARCA for any reason, this MOA will be void and VDOT will not be obligated to perform the Work.

- 2.2 VDOT agrees to provide DoD/WHS with the documents necessary to accomplish the final transfer of real property ownership of the Project Improvements consistent with this MOA and applicable federal law, including but not limited to, appropriate transfer and acceptance documents.
- 2.3 DoD/WHS has administrative jurisdiction and real property authority over the property on which the Project Improvements described in Attachments 1.22.1 through 1.22.4 will be made and on which the TTMS Roadside Equipment will be installed. DoD will grant the permits, licenses or easements to VDOT and/or the VDOT Assignees as and where necessary to complete the Work, and to maintain and operate the TTMS Roadside Equipment and the new traffic signals that will be installed on the Pentagon Reservation.

### **3. PROCEDURES DURING CONSTRUCTION.**

- 3.1 Construction will be conducted by VDOT and/or the VDOT Assignees on the Pentagon Reservation. VDOT and/or the VDOT Assignees will follow Pentagon Reservation procedures for construction projects on the Pentagon Reservation, including all requirements for obtaining Pentagon-specific permits and all health and safety requirements set forth in EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014. Attachment 1.22.9 contains the requirements for management of a construction project on the Pentagon Reservation.
- 3.2 VDOT and/or the VDOT Assignees are responsible for obtaining all necessary permits.
- 3.3 VDOT agrees to comply with, and to cause the VDOT Assignees to comply with, all applicable local rules and state and federal laws regarding air quality, storm water, waste management, hazardous materials, and all other environmental requirements during construction.
- 3.4 VDOT agrees to adhere to the hours of work, and to cause the VDOT Assignees to adhere to the hours of work, as described in Attachment 1.22.1, unless otherwise approved in advance, per section 3.7.
- 3.5 VDOT, on behalf of itself and the VDOT Assignees, agrees to provide DoD/WHS with information and documentation necessary to complete the draft, interim, and final DD Forms 1354 for transfer and acceptance of the Work and any real property as described in Attachment 1.22.6 and 1.22.7. This information may include, but is not limited to, work order approvals, copies of contracts including the statement of work, copies of notices to proceed, architectural drawings, contract modifications, changes to

statements of work, final inspections, final invoices, final as-builts, punch lists, equipment lists, and any other close-out documents related to the project.

- 3.6 VDOT, on behalf of itself and the VDOT Assignees, agrees to comply with all rules for accessing the Pentagon Reservation, including but not limited to rules regarding badging, vehicular clearances, photo permits, and wireless equipment Reservation Installation Application (RIA) permits.
- 3.7 Unless otherwise approved in advance by DoD/WHS, VDOT, on behalf of itself and the VDOT Assignees, agrees to provide continuous vehicular access to the Eads Street entrance at South Rotary Road into the Pentagon, to include access from Army Navy Drive, entrance to and exit from the South Parking Area from the Eads Street and South Rotary Road intersection side of such parking area, continuous vehicular access to the parking area inside of the designated long-term construction area, and vehicular and pedestrian access at North Rotary Road and Eads Street to the South Parking Area during all proposed construction stages, as specifically described in Attachment 1.22.11. If VDOT and/or the VDOT Assignees need to temporarily restrict vehicular access on Eads Street, South Rotary Road, or access to the South Parking Area such restrictions should be limited to night work and weekend work. VDOT and/or the VDOT Assignees shall provide DoD/WHS with a minimum of fifteen business days' notice prior to the restriction, and VDOT and/or the VDOT Assignees shall provide appropriate police presence required for traffic control during such lane closures, at no expense to DoD/WHS.
- 3.8 DoD/WHS agrees to provide VDOT and the VDOT Assignees with a construction laydown area mutually agreeable to DoD/WHS and VDOT, provided VDOT shall not impede the daily use and operation of the South Parking Area outside of the construction laydown area. [The parties shall agree on the location and size of the laydown area on or after September 30, 2017.][See attachment 1.22.11] VDOT's and the VDOT Assignees' access to and use of the laydown area will be governed by the permit issued by DoD/WHS to VDOT permitting the Project Improvements on the Pentagon Reservation.
- 3.9 DoD/WHS retains the right to conduct inspections of Work, to include safety inspections, and conduct periodic erosion and sediment control inspections during construction, subject to the requirement that DoD/WHS observes the VDOT Job Site Safety Requirements listed in Attachment 1.22.10 and the Communications Protocols set forth in Attachment 1.22.8.
  - 3.9.1 If at any time during construction or after construction is complete but before DoD/WHS has accepted the Work, DoD/WHS identifies deficiencies in Work or non-conformity with the specifications, to include subsequent construction submittals, and procedures described in Attachment 1.22.1, DoD/WHS shall immediately notify VDOT as described in 9.13. If VDOT and/or the VDOT Assignees

fail to correct the deficiency, DoD/WHS reserves the right to not accept the disputed work items until the deficiency has been addressed to its reasonable satisfaction.

3.10 Changes in the manner and/or scope of Work may be accomplished after execution of this agreement, subject to general provisions outlined in Attachment 1.22.1. Changes must be agreed upon in writing by all Parties prior to conducting Work in accordance with the change. In the event a Party wishes to initiate a change, the Party requesting the change should provide the other Party with a written description of the change in the Work, including any delays in schedule. Notice will be provided in accordance with 9.13. The Parties will work in good faith to agree about any proposed changes in the manner and/or scope of Work.

3.11 Before all of the Work is complete, and in accordance with the following principles, DoD/WHS may accept the following "Project Components" in phases: (i) the Fourth Lane, (ii) the Hayes Street Parking Area Improvements, or (iii) the South Parking Improvements:

3.11.1 If DoD/WHS contends a Project Component is complete and desires to accept it early, DoD/WHS may accept such Project Component by written acceptance to VDOT pursuant to Section 9.13, even if the full scope of Work is not yet complete;

3.11.2 Upon such written acceptance, DoD/WHS may occupy and use the accepted Project Component;

3.11.3 Upon such written acceptance, DoD/WHS's duty to maintain the accepted Project Component in accordance with Sections 4.1 through 4.12 will begin; and,

3.11.4 This Section 3.11 provides for early acceptance and use of certain Project Components, and nothing herein expands DoD/WHS's duties, or negates VDOT's duties, under Sections 4.1 through 4.12 below.

4. **REAL PROPERTY OPERATION AND MAINTENANCE.** Upon DoD/WHS's written acceptance of the Work by use of Attachment 1.22.6 (DD Form 1354), or upon early acceptance of a Project Component in accordance with Section 3.11, the duty to operate, maintain, and repair of the Project Improvements will be as follows:

4.1 Pavements and Hardstands.

DoD/WHS will maintain and repair all travel lanes, pavements, and hardstands within the Project Improvements, including the Fourth Lane. DoD/WHS will maintain the standard (typical) pavement markings on

South Rotary Road, North Rotary Road, Eads Street between South Rotary Road and North Rotary Road, and all other Project Improvements with the exception of the E-Z Pass logo pavement markings in the Fourth Lane, which shall be maintained by VDOT or the VDOT Assignees. This agreement to maintain pavements and hardstands is subject to any warranty coverage and shall not be construed as a limitation of any warranty. DoD/WHS will be the sole owner of travel lanes, pavements, and hardstands within the Pentagon Reservation.

4.2 Security Equipment.

DoD/WHS will own maintain, operate, and repair all installed Security Equipment installed for its use.

4.3 Stormwater Management Features.

DoD/WHS will be responsible for maintenance and repair of the storm water management system.

4.4 Landscaping.

DoD/WHS will maintain the landscaping for the areas surrounding the Bus Loop and South Parking Area.

4.5 Snow & Ice Control.

DoD/WHS will provide snow and ice control services for the Bus Loop, the South Parking Improvements, and the Fourth Lane. VDOT will provide snow and ice control services for the entrance ramps to the 395 HOT Lanes and on Eads Street between South Rotary Road and Army Navy Drive.

4.6 Traffic Signals and Equipment Movement/Relocation.

VDOT and/or the VDOT Assignees will be responsible for the operation and maintenance of all traffic signals included as part of the Project Improvements. DoD/WHS will assume costs related to any relocation or movement of the traffic signals on the Pentagon Reservation or of other TTMS Roadside Equipment located on the Pentagon Reservation as a result of any future reconfiguration or construction on the Pentagon Reservation.

4.7 Gate Arms.

VDOT and/or the VDOT Assignees will be responsible for the maintenance and operation of the gate arms controlling access to the 395 HOT Lanes. VDOT will retain ownership of the gate arms and Related Equipment.

4.8 Dynamic Message Signs.

VDOT and/or the VDOT Assignees will be responsible for the maintenance and operation of the dynamic message signs. VDOT will retain ownership of the dynamic message signs and Related Equipment.

4.9 Automated Incident Detection (AID) Cameras.

VDOT and/or the VDOT Assignees will be responsible for the maintenance and operation of the AID cameras installed by VDOT to assist with traffic operations only. VDOT will retain ownership of the AID cameras and Related Equipment. The Pentagon Force Protection Agency (PFPA) shall be permitted access to the cameras in the performance of its security and law enforcement missions.

4.10 Provision of Utilities.

Provision of and payment for sewer, water, and electric utilities associated with the TTMS Roadside Equipment will be the responsibility of VDOT.

4.11 Communication.

The Parties hereto agree to communicate regarding any significant changes in operation that would impact the flow of traffic entering or exiting the Pentagon Reservation in accordance with 1.22.8.

4.12 Warranties.

VDOT shall require that the Concessionaire or its contractor provide a warranty against defects in material and workmanship on all construction of the Work for a period of two years after from the date of "395 Final Completion" or "395 Early Final Completion" of the Pentagon Improvements, as applicable, in each case as defined within the ARCA. VDOT shall provide to DoD/WHS documentation of the final warranty letter and a point of contact for all warranty issues. DoD/WHS shall notify VDOT of any claims under or issues relating to the warranty. Any warranty work will commence no later than ten (10) days from the date on which DoD/WHS provides notice of any non-conforming work. If VDOT or Concessionaire believes the issue is not covered under or related to the warranty, DoD/WHS may request a fact finding meeting on site attended by a DoD/WHS or other United States government representative as well as representatives of VDOT and Concessionaire. If the fact finding meeting determines the issue is covered under the warranty, VDOT and/or the VDOT Assignees must repair the item within forty-eight (48) hours, or such longer period as may be reasonably necessary to effect the repair. VDOT agrees to cooperate with all efforts made by DoD/WHS to enforce such warranty regarding the Work.

**5. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT.**

5.1 DoD/WHS.

VDOT and/or the VDOT Assignees' use of any property or equipment located on the Pentagon Reservation shall be subject to 32 CFR Part 234 (Conduct on the Pentagon Reservation). VDOT and/or the VDOT

Assignees' equipment may be subject to search by PFFA in emergency situations.

5.2 Law Enforcement.

Law enforcement and authority to enforce rules and regulations will follow procedures under current agreements between Arlington County and the PFFA.

6. **VDOT REGULATION OF ACCESS TO AND FROM THE PENTAGON RESERVATION FROM 395 HOT LANES.**

- 6.1 VDOT and/or the VDOT Assignees will manage access, including ingress and egress to and from the 395 HOT Lanes. Such access will be controlled via traffic signals and gate arm operation.
- 6.2 In the event of an emergency, and if deemed to be in the best interests of the national security of the United States, DoD/WHS shall have the right to intervene in traffic operations.
- 6.3 DoD/WHS shall notify VDOT and its designee of any such determination in accordance with Attachment 1.22.8.
- 6.4 DoD/WHS' use of the Pentagon Reservation shall not unreasonably interfere with VDOT's traffic operation. VDOT's traffic operation shall not unreasonably interfere with DoD/WHS' use of the Pentagon Reservation.
- 6.5 DoD/WHS hereby grants VDOT and the VDOT Assignees the right to install the TTMS Equipment on the Pentagon Reservation, and the perpetual right thereafter to use the Pentagon Reservation Easements, as detailed further on Attachment 1.22.3, to access the TTMS Roadside Equipment and the traffic signals located on the Pentagon Reservation, to operate, maintain and repair the same, as described in Article 4, and as otherwise necessary to own and operate the 395 HOT Lanes, subject to the security requirements for the Pentagon Reservation, as described in Attachment 1.22.9.

7. **DoD RETENTION OF RIGHTS.**

Subject to this MOA, DoD/WHS will retain the right to use fully and enjoy the areas upon which the Project Improvements will be constructed.

8. **DESIGN AND CONSTRUCTION OF PROJECT IMPROVEMENTS.**

8.1 Description of Project Work.

VDOT and/or the VDOT Assignees shall design the Project Improvements, subject to DoD/WHS' approval of design and construction plans and specifications, as described below.

8.2 Design.

- 8.2.1 VDOT and/or the VDOT Assignees shall prepare, at its sole cost and expense, all design and construction plans and specifications necessary for construction of the Project Improvements. Such plans shall be submitted to DoD/WHS for approval, which shall not be unreasonably withheld, conditioned or delayed. If DoD/WHS does not respond with specific comments to any such plan submittal within fifteen (15) business days thereof, then such plans shall be deemed approved.
- 8.2.2 VDOT shall, at its sole cost and expense, cause the VDOT Assignees to prepare the necessary plats of survey and metes and bounds descriptions of the areas to be occupied by the Project Improvements and TTMS Roadside Equipment. Additionally, VDOT, at its sole cost and expense, shall cause the VDOT Assignees to complete and submit a certified plat of survey and metes and bounds description of the property rights, including all temporary and permanent easements, required for the completion of the Project Improvements and TTMS Roadside Equipment. The plat of survey and metes and bounds description shall be prepared by a surveyor registered in the Commonwealth of Virginia.
- 8.2.3 DoD/WHS will release information regarding the location of utilities and other underground assets to VDOT and/or the VDOT Assignees for the sole purpose of construction of the Project Improvements and TTMS Roadside Equipment. Such information shall be considered “for official use only” and shall not be distributed to any entity not directly involved in the Work. VDOT agrees, on behalf of itself and the VDOT Assignees, to safeguard information marked “for official use only” as required by United States government policy, specifically 32 CFR Part 2001 and Department of Defense Manual Number 5200.01, Volume 4. VDOT and the VDOT Assignees shall include in all contracts related to the Work the following provision: “Documents marked ‘for official use only’ must be protected and not shared with any individuals or entities not directly involved in the construction. DOCUMENTS MARKED FOR OFFICIAL USE ONLY MAY BE EXEMPT FROM PRODUCTION UNDER THE FEDERAL FREEDOM OF INFORMATION ACT (5 U.S.C. 552, as amended) AND THE VIRGINIA FREEDOM OF INFORMATION ACT (Code of Virginia (1950) § 2.2-3700 et seq., as amended) AND SHALL BE LABELED AS SUCH.” Notwithstanding the foregoing, VDOT and the VDOT Assignees may show on VDOT’s as-built plans for the Project Improvements and TTMS Roadside Equipment any utilities located in the immediate vicinity of the Project Improvements and TTMS Roadside Equipment, for the purpose of avoiding utility conflicts during future operation and maintenance of the Project Improvements and TTMS Roadside Equipment. VDOT may also



release a copy of its as-built plans for the Project Improvements and TTMS Roadside Equipment to Arlington County for the same purpose.

- 8.2.4 DoD/WHS has the right to review and approve Concessionaire's or its contractor's overall project health and safety plan, which review and approval will be limited to whether the submitted health and safety plan complies with EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014.
- 8.2.5 DoD/WHS shall expedite issuance of any permits necessary, including Right of Entry and Use of Space to begin geological testing and construction, upon VDOT's application for permission to construct the Project Improvements, provided VDOT provides all information necessary for WHS to act expeditiously.

### 8.3 Construction Activities.

VDOT shall, at its sole cost and expense, cause the Concessionaire to:

- 8.3.1 Advertise, award, and administer the construction contract and perform all construction engineering (construction inspection services and materials testing/certification);
- 8.3.2 Install and maintain necessary safety and other barriers to protect VDOT facilities, patrons, VDOT employees, agents, contractors, and licensees;
- 8.3.3 Hire appropriate surveyors to mark all utilities as located in the field by DoD/WHS personnel prior to beginning construction;
- 8.3.4 Obtain all permits necessary for the construction of the Project Improvements and installation of the TTMS Roadside Equipment;
- 8.3.5 Provide watchmen, flagmen, and any other protective services or devices that in the Parties' reasonable judgment are necessary to protect or safeguard VDOT's operations during construction of the Project Improvements;
- 8.3.6 Submit an Electronic Documentation Systems ("EDS") Compliant as-built set to DoD/WHS after construction completion.

### 8.4 Costs.

VDOT will bear the costs of the Work, not to exceed \$10 million. In the event the Work is expected to cost more than \$10 million, VDOT, in its sole discretion, may issue deductive change orders to the Concessionaire to reduce the scope of the Work, and notwithstanding any other provision hereof, will not be in breach of this MOA. However, prior to issuing any deductive change order, VDOT must consult with DoD/WHS and, to the extent feasible, execute mutually-agreed deductive change orders. Any deductive change orders shall not result in a less than complete and useable improvement, as determined by VDOT.

If after February 27, 2017, there is a change in the governing regulations or laws that increases VDOT's costs to execute the Work, VDOT will, after consulting with DoD/WHS execute a corresponding reduction in scope so that the cost of the Work does not increase as a result of the change in the governing laws or regulations.

## **9. OTHER PROVISIONS.**

### **9.1 Effective Date and Termination.**

This MOA shall become effective upon the signature of DoD/WHS and VDOT. This MOA may be terminated without cost or liability at any time by either DoD/WHS or VDOT upon ninety (90) days prior written notice to the other Party. However, both: (i) the rights granted by DoD/WHS to VDOT and the VDOT Assignees under Sections 2.3 and 6.5 and (ii) DoD/WHS's duty to deliver to VDOT the Pentagon Reservation Easements in a form that is valid and enforceable, shall survive termination of this MOA.

### **9.2 Liability.**

Each Party shall be responsible for its own actions and shall in no way assume any responsibility for or provide indemnification for the actions of other Party, their officers, agents, employees or contractors for or against any damages, actions or costs of any name or destruction arising from or caused by any acts or activities performed in connection with this MOA. Each Party shall be responsible for its own negligence, to the extent permitted by applicable law.

### **9.3 Litigation.**

The Parties agree that each shall promptly notify the other if a lawsuit is brought against one of them for any matter related to the subject matter of this MOA.

### **9.4 Notice of Material Breach.**

9.4.1 In the event that any Party to this MOA asserts that there has been a material breach by another Party of its responsibilities under this MOA, the Party asserting material breach shall have a duty to provide the other Party with written notice stating the nature of the alleged breach.

9.4.2 The notice shall specifically state the nature of the material breach and shall provide the allegedly breaching Party a reasonable period of time within which to correct the alleged breach, but in no event less than thirty (30) calendar days.

9.4.3 Should any alleged material breach not be corrected within the time specified in 9.4.2, any Party to this MOA may invoke non-binding dispute resolution procedures.

9.5 Damages.

In no event shall either Party be liable to the other Party for any indirect, special, or consequential damages, lost profits or lost data arising out of or related to this MOA, including the performance or breach thereof, the services provided or failed to be provided, or any delay, non-delivery, wrong delivery or service interruption, whether or not caused by the negligence of a Party or its officers, agents, employees, or contractors.

9.6 Resolution of Disputes; Alternative Dispute Resolution (“ADR”); Court Jurisdiction; Governing Law.

9.6.1 **Resolution of Disputes:** This MOA shall be governed by the laws of the Commonwealth of Virginia except where preempted by federal law. Any dispute between the parties arising out of this MOA may be disposed of by the parties by written agreement and/or amendment of this MOA. If the parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issue(s) to the other Party. The other Party may respond within thirty (30) days after receipt of such notice. If the dispute is not resolved within thirty (30) days after receipt of such notice, the dispute may be resolved by the parties’ executives or their respective designees, or as discussed below in Section 9.6.2.

9.6.2 **ADR:** Absent resolution, the Parties agree to pursue any type of non-binding alternative dispute resolution procedure which appears to have a likelihood of successfully resolving any dispute.

9.6.3 **Court Jurisdiction:** If any Party asserts a legal challenge against the other under this MOA, such challenge shall be filed in the United States District for the Eastern District of Virginia.

9.7 Assignment.

This MOA shall not be assignable by any Party without the prior written consent of the other Party.

9.8 Modifications.

Changes to this MOA may only be made by written, mutual agreement of the Parties.

9.9 Entire Agreement.

This MOA contains the entire agreement between the Parties with respect to the matters addressed herein and shall not be amended or modified in any manner except by an instrument in writing executed by the Parties as an amendment to this MOA.

9.10 Invalid or Unenforceable Term.

If any provision of this MOA or the application to any person or situation

shall be held invalid or unenforceable, the remainder of this MOA and the application of such provision to persons or situations other than those held invalid or unenforceable shall not be affected and shall continue valid and be enforced to the fullest extent permitted by law provided that to do so does not cause this MOA to fail of its essential purposes.

9.11 Authority.

The undersigned individuals represent that they have the requisite authority to enter into this MOA on behalf of DoD/WHS and VDOT, respectively, and to bind DoD/WHS and VDOT hereby.

9.12 Counterparts.

This MOA may be signed in counterparts, each constituting an original. Photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding upon the Parties to the same extent as original signatures.

9.13 Notices and Invoices.

Notices under sections 3.9.1, 3.10, 4.12, 9.4, and 9.6 of this MOA shall be in writing and shall be made or sent to the following (otherwise, all communications among VDOT or the VDOT Assignees and DoD/WHS will be governed by Attachment 1.22.8):

**If to VDOT:**

Susan Shaw, P. E., Director of Megaprojects  
Virginia Department of Transportation  
4975 Alliance Drive  
Fairfax, Virginia 22030

**If to WHS:**

Director, Facilities Services Directorate  
Department of Defense  
Washington Headquarters Services  
1155 Defense Pentagon  
Room 2E1008  
Washington, D.C. 20301-1155

9.14 Anti-Deficiency.

It is expressly understood that the ability of DoD/WHS and VDOT to carry out their obligations under this MOA is subject to the availability of funds. Nothing in this MOA shall be interpreted in a manner that would cause a violation of the Antideficiency Act.

9.15 Successors and Assigns.

This MOA shall inure to the benefit of and be binding upon the Parties hereto, their agents, successors, and assigns. There are no intended third party beneficiaries to this agreement.

9.16 Recitals.

The Recitals are incorporated herein as substantive provisions of this MOA.

9.17 Force Majeure.

If any Party is delayed, hindered or prevented from performing any act or thing required to be performed pursuant to the terms of this MOA because of strikes, lockouts, casualties, acts of God, labor troubles, material shortages, riots, insurrections, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and time for performance of any act or thing shall be extended for a period equivalent to the period of such delay.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their proper and duly authorized officers, on the day and year first written above.

**DEPARTMENT OF DEFENSE**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

\_\_\_\_\_

\_\_\_\_\_

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
CHARLES A. KILPATRICK, P.E  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

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

*Agenda item # 5*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

May 17, 2017

#### MOTION

Made By:            Seconded By:

#### Action:

**Title: Approval of Proposed Temporary Limited Access Control Change (LACC) Fairfax County Parkway (Route 286) on Northbound Ramp from Telegraph Road, Fairfax County**

**WHEREAS**, the Commonwealth Transportation Board (CTB) approved a resolution on July 16, 1987 designating the Springfield Bypass between Route 7 (near Dranesville) and U.S. Route 1 (near Fort Belvoir) as a Limited Access Highway; and

**WHEREAS**, the Springfield Bypass was renamed as the Fairfax County Parkway and designated Route 286; and

**WHEREAS**, the Virginia Atlantic Gateway Project consists of a series of projects to improve transportation capacity along the I-95 corridor; and

**WHEREAS**, adding a third rail along the CSX Railroad in Fairfax County is one of the Virginia Atlantic Gateway Projects; and

**WHEREAS**, replacing the Route 617 Backlick Road Bridge over the CSX Railroad is necessary to accommodate the third rail line; and

**WHEREAS**, due to the Backlick Road Bridge replacement (Project), additional access to and from the area of Newington is necessary to maintain traffic flow and to provide emergency access and the Virginia Department of Transportation (VDOT) has determined a temporary



Resolution of the Board

Approval of Proposed Temporary Limited Access Control Change (LACC) Fairfax County Parkway (Route 286) on Northbound Ramp from Telegraph Road, Fairfax County

May 17, 2017

Page Two

Roadway from Route 617 Backlick Road to the Route 286 ramp from Telegraph Road is the most feasible location for the additional access; and

**WHEREAS**, the contractor for the Project will remove the temporary access pavement and restore the ground to its original condition during the final stages of construction; and

**WHEREAS**, VDOT has identified and prepared a formal request for a temporary limited access control change (LACC) of approximately 100 feet along the Route 286 northbound ramp from Telegraph Road for the duration of the construction of the new Route 617 Backlick Road Bridge; and

**WHEREAS**, a Notice of Willingness for Public Comment for a break in limited access was posted on April 13, 2017 with the comment period closing May 1, 2017 and no requests for a hearing or other comments were received; and

**WHEREAS**, the Northern Virginia District has reviewed and approved the traffic analysis report and found that it adequately addresses the impacts from the Project and the proposed change to the limited access controls; and

**WHEREAS**, while the Project is in a non-attainment area for ozone, VDOT has determined that the project is not considered regionally significant and/or is not of a type that would normally be included in the regional air conformity model and will not have an adverse impact on air quality; therefore, an Interagency Consultation for Conformity is not required; and

**WHEREAS**, the Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways; and

**WHEREAS**, the economic, social and environmental effects of the proposed Project have been duly examined and given proper consideration and this evidence, along with all other, has been carefully reviewed; and

**WHEREAS**, the proposed Project is in compliance with National Environmental Policy Act (NEPA) requirements and a Programmatic Categorical Exclusion (PCE) was prepared under an agreement between VDOT and the Federal Highway Administration and now has a federal exemption and NEPA no longer applies; and

**WHEREAS**, the proposed Project is in the County of Fairfax and is supported by the Board of Supervisors by resolution dated May 2, 2017; and

**WHEREAS**, the Department has reviewed the requested change and determined that all requirements of 24 VAC 30-401-20 have been met; and

Resolution of the Board

Approval of Proposed Temporary Limited Access Control Change (LACC) Fairfax County Parkway (Route 286) on Northbound Ramp from Telegraph Road, Fairfax County

May 17, 2017

Page Three

**WHEREAS**, VDOT recommends approval of the LACC as proposed and seeks authorization for the Commissioner to take all actions necessary to implement that decision;

**NOW, THEREFORE, BE IT RESOLVED**, in accordance with section 33.2-401 of the *Code of Virginia* (1950), as amended, and 24 VAC 30-401-20, the CTB hereby finds and concurs with the determinations and recommendations made by VDOT and approves the temporary limited access change recommended by VDOT, with such change to remain in effect only until the new Backlick Road Bridge is open to traffic.

**BE IT FURTHER RESOLVED**, that the Commissioner of Highways is hereby authorized to take all actions and execute any and all documents needed to comply with this resolution.

####

**CTB Decision Brief**  
**Proposed Limited Access Control Changes**  
**Fairfax County Parkway (Route 286) on Northbound Ramp from Telegraph**  
**Road Project R000-029-249**  
**UPC 110156**  
**Fairfax County**

**Issues:** Route 617 Backlick Road over the CSX Railroad is closed due to replacement of the bridge. As a result, temporary access between Backlick Road and the northbound ramp from Telegraph Road to the Fairfax County Parkway is needed to maintain traffic flow and to provide emergency access. Consequently, the proposed project requires a temporary break in limited access on the Fairfax County Parkway along the northbound ramp from Telegraph Road to provide this temporary access. Pursuant to *Virginia Code* §33.2-401, CTB approval of the limited access control change and authorization for the Commissioner of Highways to take action to implement this change is required.

**Facts:**

Section 33.2-401 of the *Code of Virginia* (1950), as amended, authorizes the Commonwealth Transportation Board (CTB) to regulate the use of limited access highways. The Virginia Department of Transportation (VDOT) seeks approval from the CTB of its request for a temporary break in limited access on the Fairfax County Parkway.

- The Commonwealth Transportation Board approved a resolution on July 16, 1987 designating the Springfield Bypass (now the Fairfax County Parkway) between Route 7 and Route 1 as a limited access highway.
- The Virginia Atlantic Gateway is a series of roadway and rail projects to increase capacity of the I-95 Corridor.
- Route 617 Backlick Road over CSX will need to be replaced to accommodate a new third rail line proposed as part of the Virginia Atlantic Gateway.
- For reasons of safety, budget and schedule, VDOT determined a full closure of the bridge during construction is required.
- There is limited access to and from the area served by Backlick Road. To prevent additional congestion and to provide emergency access additional access to the Newington area is needed.
- The proposed temporary access between Backlick Road and the northbound ramp from Telegraph Road to the Fairfax County Parkway (Route 286) will provide the necessary reserve and emergency access needed.
- The limited access control change will be in effect only during the closure of the Route 617 Backlick Road Bridge over the CSX Railroad.
- While the Project is in a non-attainment area for ozone, VDOT has determined that the project is not considered regionally significant and/or is not of a type that would normally be included in the regional air conformity model and will not have an adverse impact on air quality; therefore, an Interagency Consultation for Conformity is not required.
- The Chief Engineer has determined that the proposed change will not adversely affect the safety or operation of the highways.
- A Notice of Willingness for Public Comment for a break in limited access was posted on April 13, 2017 with the comment period closing May 1, 2017 and no requests for a hearing or other comments were received.

- The economic, social and environmental effects of the proposed Project have been duly examined and given proper consideration and this evidence, along with all other, has been carefully reviewed.
- The proposed Project is in compliance with National Environmental Policy Act (NEPA) requirements and a Programmatic Categorical Exclusion (PCE) was prepared under an agreement between VDOT and the Federal Highway Administration and now has a federal exemption and NEPA no longer applies.
- The proposed Project is in the County of Fairfax and is supported by the Board of Supervisors by resolution dated May 2, 2017.

**Recommendation:** VDOT recommends approval of the resolution allowing a temporary limited access control change on the Fairfax County Parkway. VDOT further recommends that you authorize the Commissioner to take all actions necessary to implement that decision.

**Action Required by CTB:** The *Code of Virginia* § 33.2-401 requires a majority vote of the CTB authorizing the recommended change. The CTB will be presented with a resolution for a formal vote.

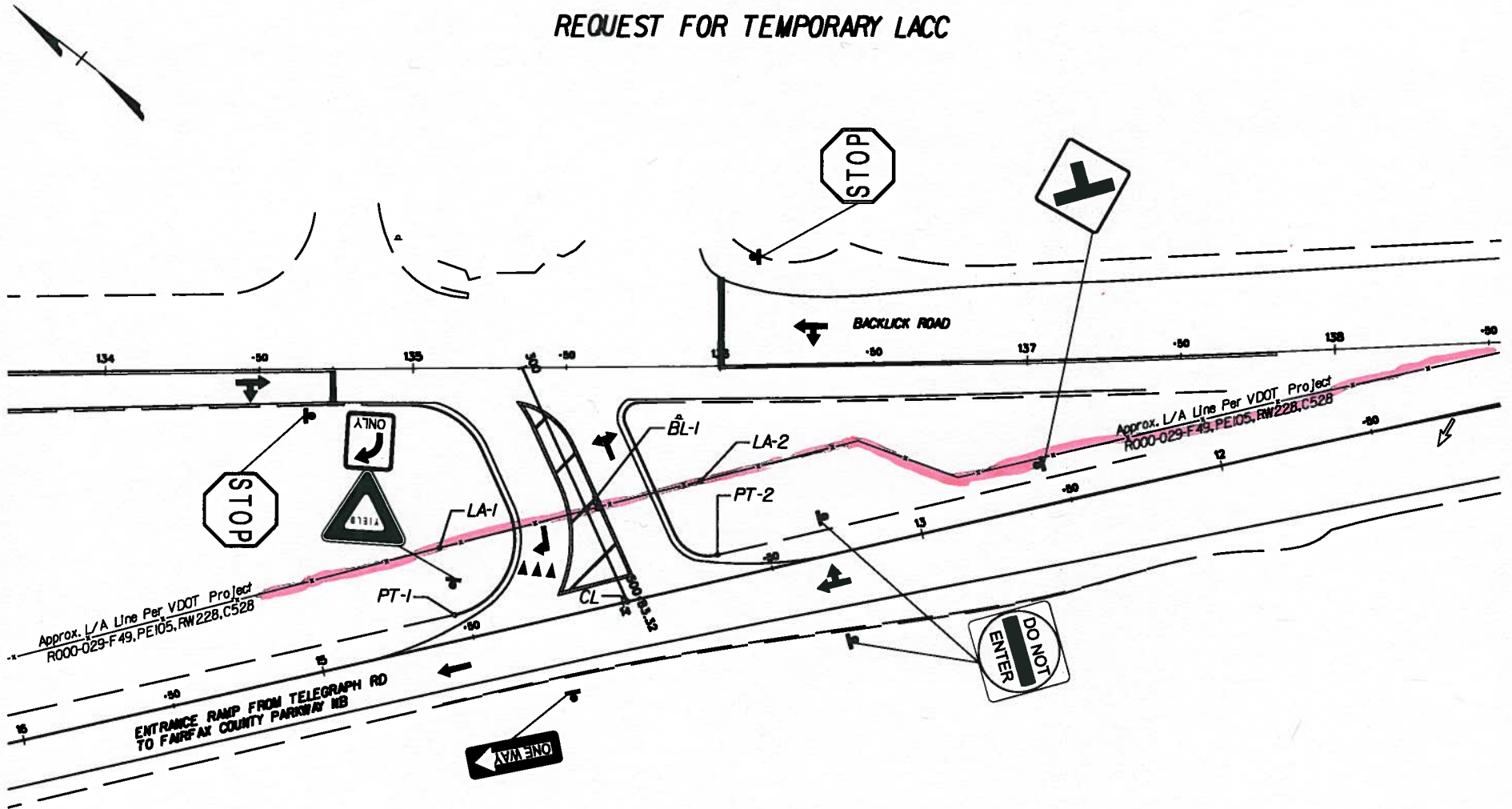
**Result, if Approved:** The temporary limited access control change will be authorized and the Commissioner of Highways will be authorized to take all actions and execute any and all documents needed to comply with this resolution.

**Options:** Approve, Deny, or Defer.

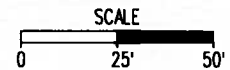
**Public Comments/Reactions:** N/A

# TEMPORARY ACCESS ROAD BACKLICK ROAD BRIDGE OVER CSX REPLACEMENT

## REQUEST FOR TEMPORARY LACC



TEMPORARY ACCESS ROAD		APPROX. OFFSET	
	STA.	OFFSET	AT L/A LINE
PT-1	14+52.87	8.40' LT	30.36' LT LA-1
CL	13+98.48	0.00 CL	31.71' LT LA-2
PT-2	13+66.85	8.19' LT	32.50' LT LA-2
BL-1	14+04.78	-	31.57' LT LA-2



7/16/87

Moved by Mr. Guiffre, seconded by Mr. Beyer, that

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, Design Public Hearings were held between October 7 and November 20, 1986 in various locations in Fairfax County for the purpose of considering the proposed design of the Springfield Bypass\* from Route 7 (near Dranesville) to Route 1 (near Fort Belvoir), in Fairfax County, excluding a section from Intersection 66 to Braddock Road and including the proposed Franconia Spur between Rolling Road and Beulah Street, State Project R000-029-249, PE-103, PE-104, PE-105, PE-106; Federal Project M-5401( ), and

WHEREAS, proper notice was given in advance and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded, and

WHEREAS, the economic, social and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED, that the major design features of this project be approved in accordance with the plan as proposed and presented at the said Design Public Hearing by the Department's engineers along alternatives that do not adversely impact Pope's Head Park, Burke Lake Park, South Run Park or Huntsman Park unless Federal approval is obtained with the following modifications:

\* IKA FAIRFAX COUNTY PARKWAY  
RTE. 7100

7/16/87

1. provide a grade separation with no access at Pinecrest Road,
2. provide an additional one way, northbound access only to the Fair Oaks Hospital,
3. eliminate access to Fairfax Station Road,
4. provide access for the extension of the Burke Center Parkway,
5. provide a grade separation with no access at Clara Barton Drive,
6. shift ramp alignment in the southwest quadrant of the Rolling Road interchange to reduce impacts on the adjacent community, and
7. provide minor adjustments where prudent and feasible to minimize or eliminate individual concerns; and

BE IT FURTHER RESOLVED, that the Springfield Bypass, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board be designated as a limited access highway as presented at the said hearing with modifications as included herein.

Motion carried.

Moved by Mrs. Kincheloe, seconded by Mr. Bacon, that

WHEREAS, under the authority of Section 33.1-62 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board is authorized to designate Virginia Byways as recommended by the Department of Conservation and Historic Resources after providing the opportunity for public hearings; and

WHEREAS, the staffs of the Division of Parks and Recreation and the Virginia Department of Transportation have reviewed and determined that Routes 601, 676, and 614 in Albemarle County from U.S. Routes 29/250 to the Community of Owensville where Route 601 changes to 676 then to 614 and extends to the intersection with Route 810 at the Community of White Hall, substantially meets the adopted criteria for Virginia Byways; and



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

April 12, 2017

Ms. Allison Richter  
Fairfax/Arlington Transportation & Land Use Director  
Northern Virginia District  
Virginia Department of Transportation  
4975 Alliance Drive  
Fairfax, Virginia 22030

Subject: Backlick Road (Route 617) Bridge Replacement over CSX Railroad Project  
VDOT Project No. 0617-029-344, P101, C501, B642 UPC No. 110156

Dear Ms. Richter:

On December 6, 2016, the Fairfax County Board of Supervisors expressed appreciation for the Commonwealth seeking to improve the I-95/I-395 corridor as part of the Atlantic Gateway Project. The Board also provided several comments, including:

- The Board believes there is a need to replace various railroad bridges, including the Newington Road and the Richmond Highway Railroad Bridge Overpasses, to address clearance and condition issues.
- The Board believes that it is essential that significant coordination and community input occur during the development of the individual projects within Atlantic Gateway.
- The Board feels it is critical that significant coordination occur between the Administration and the jurisdictions in which the components are located.

Specifically related to the Backlick Road Bridge Replacement over CSX Railroad Project, staff does not object to VDOT proceeding with the project and submits the following comments:

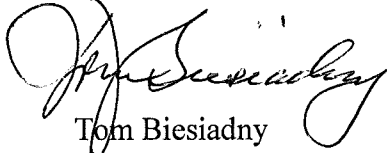
- The proposed additional temporary access point between the Fairfax County Parkway northbound on-ramp and Backlick Road needs to be designed to ensure safe travel conditions and maintain access for emergency vehicles and buses.
- Given the existing and potential queuing conditions within the Newington underpass, VDOT should monitor the traffic situation and determine appropriate mitigation measures to alleviate anticipated congestion.
- Develop an expedited construction schedule to avoid delays in reopening the bridge.
- VDOT should continue to provide pedestrian access over the CSX Railroad throughout construction.



Ms. Allison Richter  
April 12, 2017  
Page 2 of 2

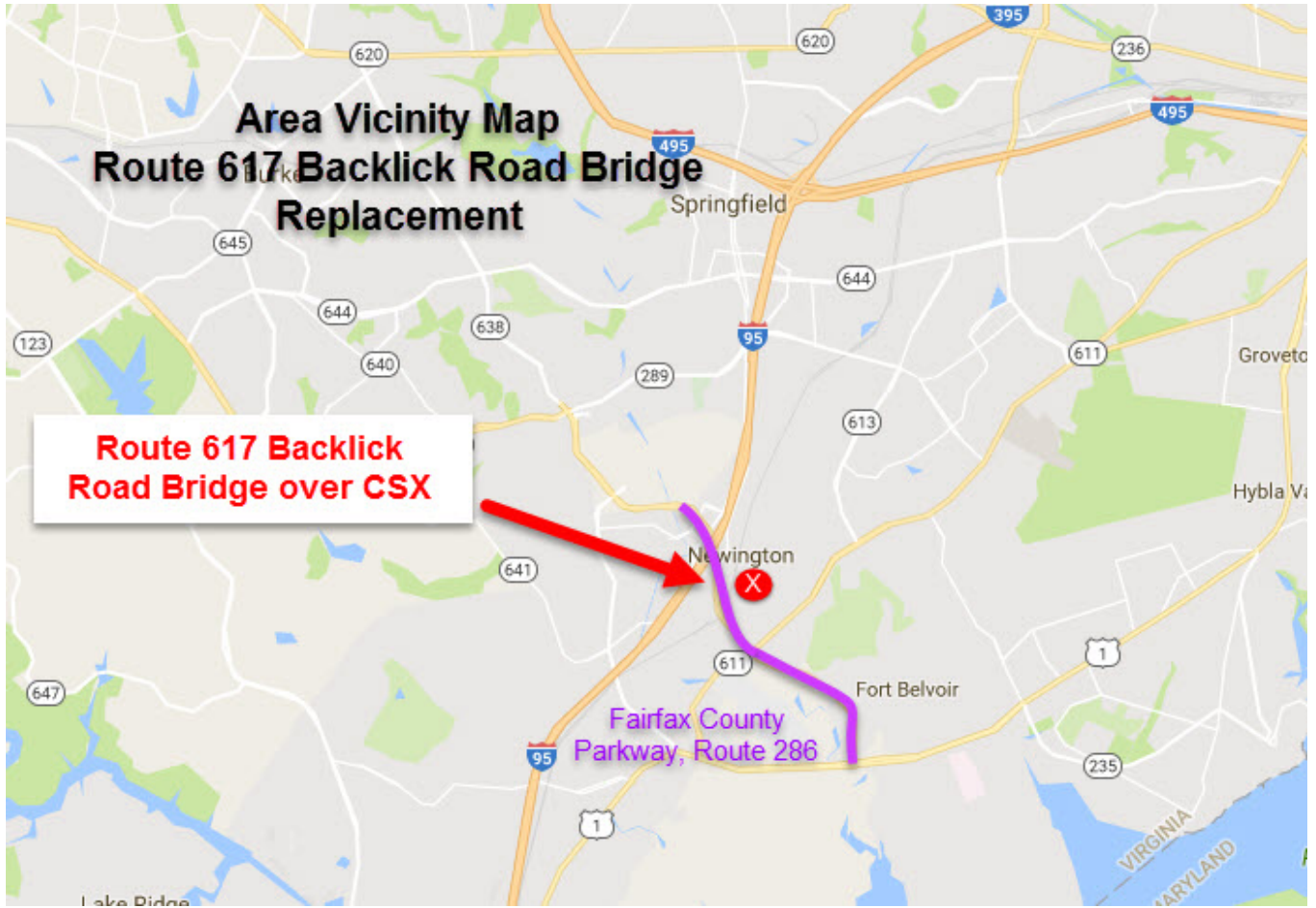
If you have any questions or need additional information, please call Ryan Knight at (703) 877-5784 or me at (703) 877-5663.

Sincerely,

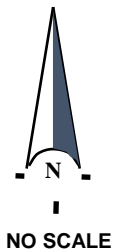
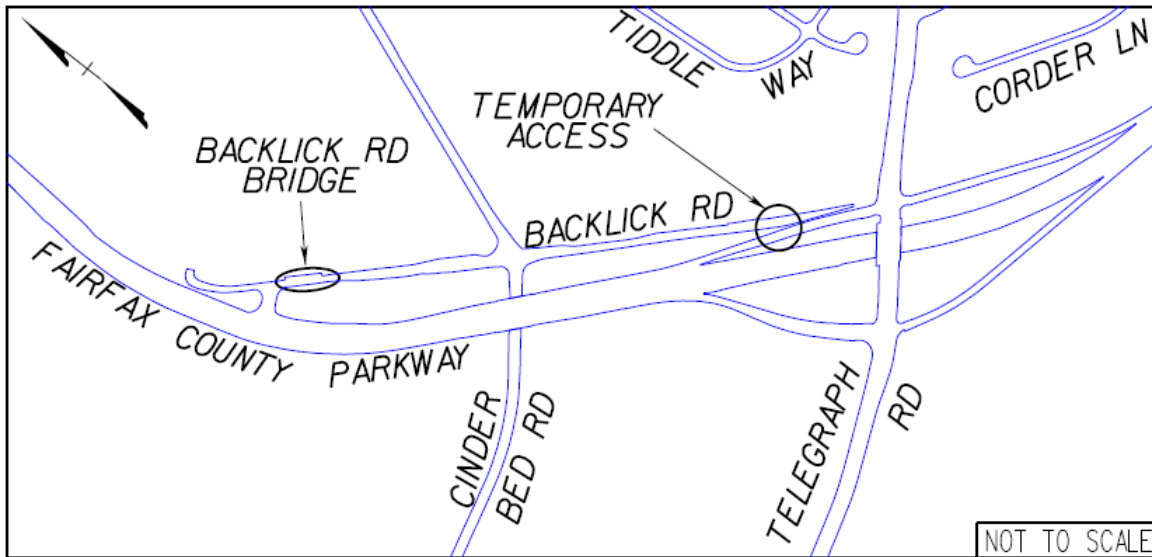
A handwritten signature in black ink, appearing to read "Tom Biesiadny". The signature is fluid and cursive, with a large initial "T" and "B".


Tom Biesiadny  
Director

cc: Members, Fairfax County Board of Supervisors  
Edward L. Long Jr., County Executive  
Robert A. Stalzer, Deputy County Executive  
Catherine A. Chianese, Assistant County Executive  
Shahrad Behboodi, Project Manager, VDOT  
Terry Yates, Assistant Transportation and Land Use Director, VDOT  
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT  
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT  
Sung Shin, Transportation Planner IV, FCDOT  
Ryan Knight, Transportation Planner III, FCDOT



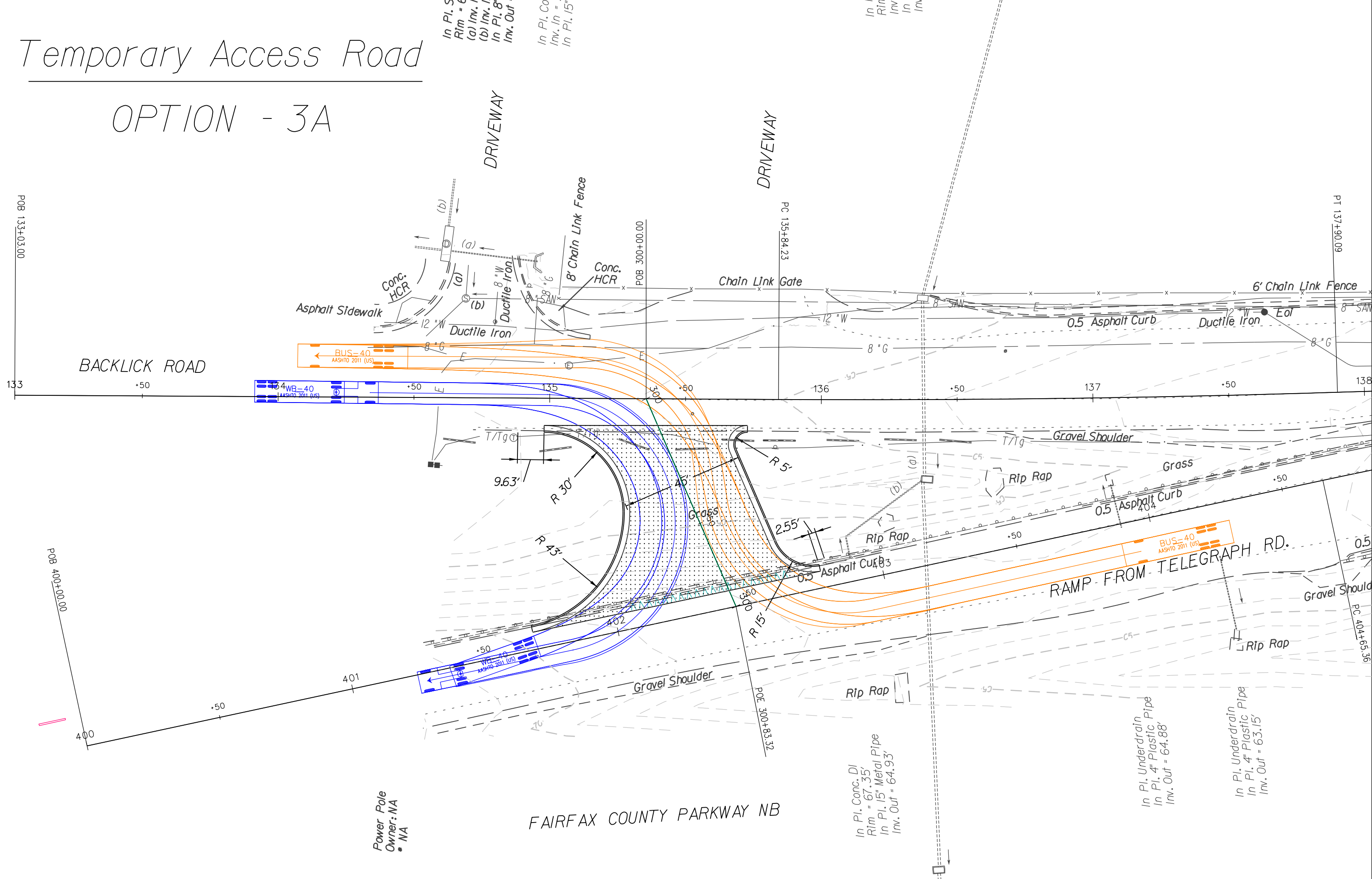
AREA VICINITY MAP



<b>FIGURE</b>  <b>2</b>	PROJECT No. -	VICINITY MAP	
	DATE: 3/24/17 NOT TO SCALE	BACKLICK ROAD OVER CSX RAIL ROAD	

# Temporary Access Road

## OPTION - 3A



In Pl. SM  
Rim = 62.85'  
(a) Inv. In = 62.85'  
(b) Inv. In = 62.85'  
In Pl. 8\"/>  
In Pl. Conc.  
Inv. In = 55.00'  
In Pl. 15\"/>

In Pl.  
Rim  
Inv. In = 64.93'  
Inv. In = 64.93'

Power Pole  
Owner: NA  
\* NA

FAIRFAX COUNTY PARKWAY NB

In Pl. Conc. DI  
Rim = 67.35'  
In Pl. 15\"/>  
In Pl. Underdrain  
In Pl. 4\"/>  
Inv. Out = 64.88'

In Pl. Underdrain  
In Pl. 4\"/>  
Inv. Out = 63.15'

In Pl. Underdrain  
In Pl. 4\"/>  
Inv. Out = 63.15'

POB 133+03.00

PT 137+90.09

POB 300+00.00

PC 135+84.23

POB 400+00.00

PC 404+65.56

POE 300+83.32

## Get Involved

VDOT representatives will review and evaluate any information received as a result of the public hearing. The comment sheet in this brochure is provided to assist in making your comments. You may leave the sheet or any other written comments in the comment box, or mail/email your comments.

Comments must be postmarked, emailed or delivered to VDOT by **February 9, 2017** to be included in the public hearing record.

Mail comments to Mr. Shahrads Behboodi at the address below or email [meetingcomments@vdot.virginia.gov](mailto:meetingcomments@vdot.virginia.gov). Please include "Backlick Road Bridge Replacement" in the subject line.

Project information shared here, including a summary of comments received during the comment period, will be available at [www.virginiadot.org/projects](http://www.virginiadot.org/projects) and at VDOT's Northern Virginia District office.

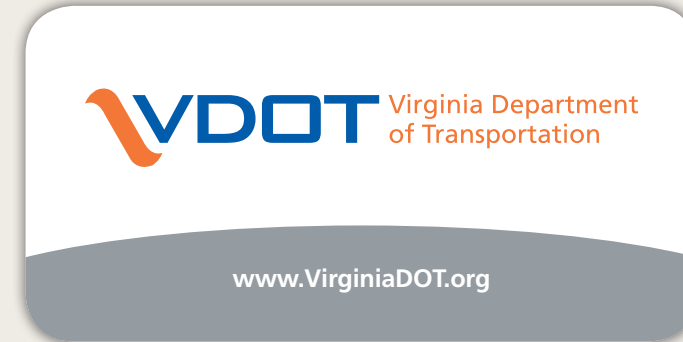
## Contact Information

<b>Primary Contact:</b> <b>Shahrad Behboodi, P.E.</b> shahrad.behboodi@vdot.virginia.gov	Structure & Bridge	4975 Alliance Drive Fairfax, VA 22030	703-259-2304
<b>Terry Yates, P.E.</b> terry.yates@vdot.virginia.gov	Preliminary Engineering	4975 Alliance Drive Fairfax, VA 22030	703-259-2413
<b>Brian Costello</b> brian.costello@vdot.virginia.gov	Right of Way & Utilities	4975 Alliance Drive Fairfax, VA 22030	703-259-2986
<b>Jennifer McCord</b> jennifer.mccord@vdot.virginia.gov	Communications	4975 Alliance Drive Fairfax, VA 22030	703-259-1779

TTY/TDD Dial 711



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Public Information Meeting

## Bridge Replacement Backlick Road over CSX Railroad

Thursday, January 26, 2017

6:30 p.m. to 8 p.m.

Island Creek Elementary School

7855 Morning View Lane, Alexandria, VA 22315

## Public Meeting

Welcome to the Virginia Department of Transportation's public information meeting on the proposed replacement of Backlick Road bridge. We look forward to your participation.

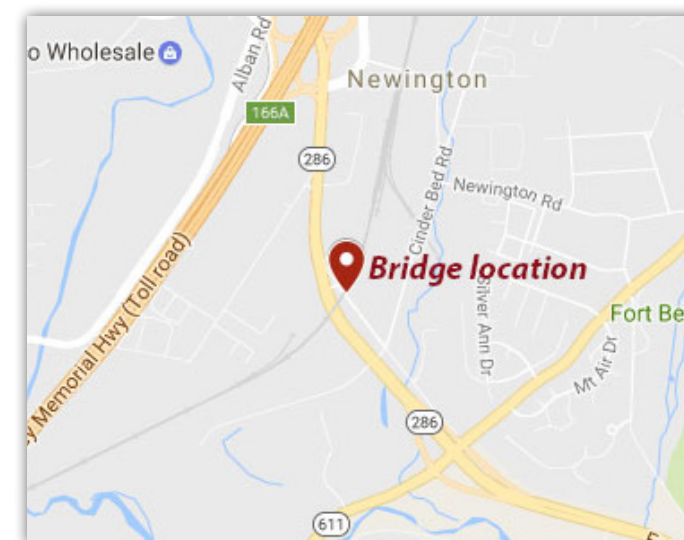
This meeting is being held to provide an opportunity for citizens and organizations to give VDOT their comments and/or suggestions on the proposed project. VDOT strives to ensure that all members of the community have the opportunity to participate in public decisions on transportation projects and programs affecting them.

VDOT representatives are present to discuss the project and answer your questions.

A comment sheet is included in the handouts for this meeting, and your input is encouraged. All written comments received will be reviewed by VDOT, and the design team.

Comments will also be summarized and available on the VDOT project website at [www.virginiadot.org/projects](http://www.virginiadot.org/projects).

## Project Overview



Backlick Road bridge over CSX location

**Purpose:** Provide clearance for additional tracks along the CSX Railroad.

**Location:** Intersection of Russell Branch Backlick Road, Route 617 at the CSX Rail Crossing.

**Improvements:** The new bridge will be slightly higher and provide wider entry for vehicles at the north end of the bridge.

State Project: 0617-029-344, P101, C501, B642 UPC: 110156

## Project Description

Virginia's Atlantic Gateway Project is a series of projects to address congestion along the I-95 corridor in Virginia. The project includes 14 miles of new rail track to improve capacity for freight, commuter and passenger rail service.

The Route 617 Bridge over the CSX railroad in the Newington area currently has insufficient horizontal or vertical clearance to accommodate new rail tracks. The primary purpose of this project is to provide room for additional tracks.

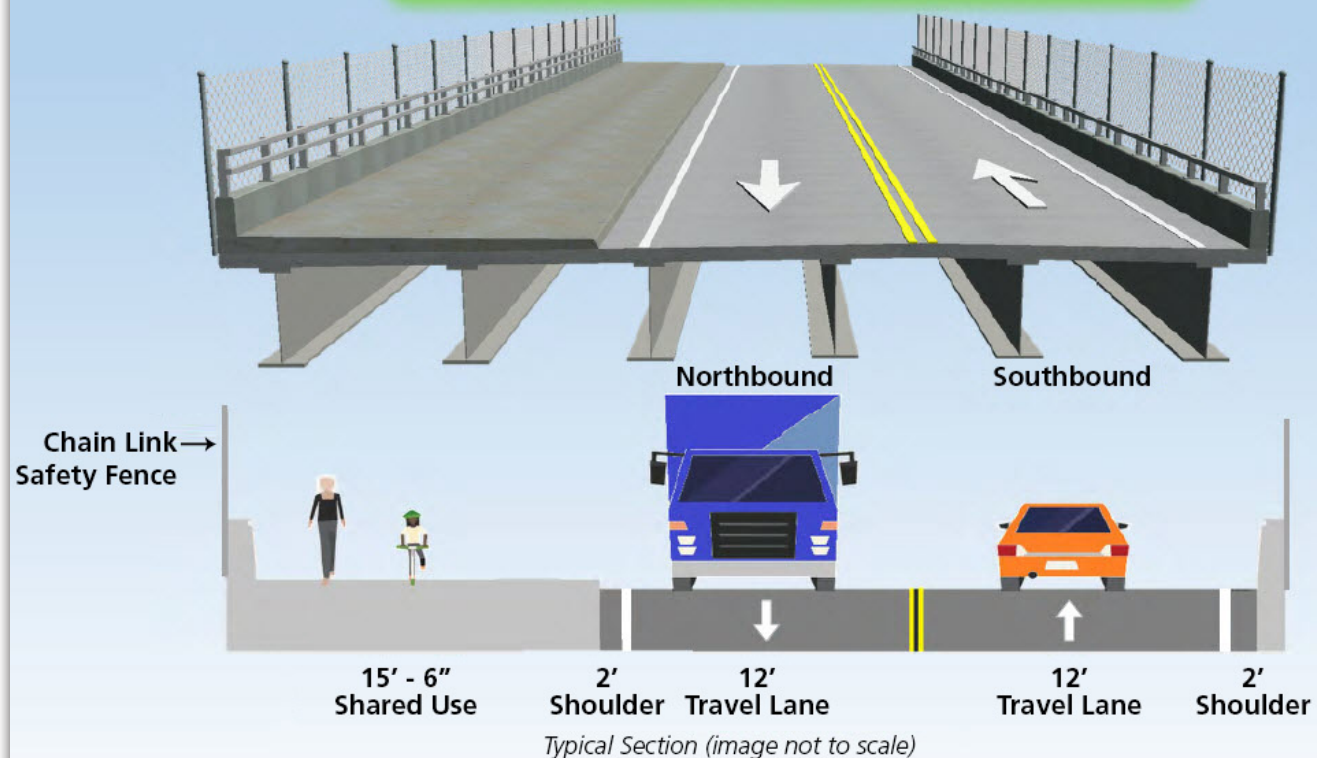
Improvements include:

- Wider shared use path on bridge
- New pavement on both ends of the bridge
- New curb and gutter on the southern approach to the bridge
- Wider entry at the north end of the bridge to provide more room for vehicles to maneuver, particularly trucks

The Virginia Atlantic Gateway Project will improve existing freight and passenger bottlenecks, congestion, and safety concerns on the heavily traveled I-95 corridor.

## Typical Section

### Backlick Road Bridge Replacement Over CSX Railroad



## Estimated Project Cost

Preliminary Engineering:  
**\$1.0 million**

Existing Utility Adjustment/Relocation:  
**\$50,000**

Construction:  
**\$8.9 million**

Total Cost:  
**\$10 million**

## Anticipated Schedule

Public Information Meeting  
**January 26, 2017**

Comment period ends  
**February 9, 2017**

Approve design  
**Spring 2017**

Advertise for construction  
**Spring 2017**

Begin construction  
**Fall 2017**

## Civil Rights

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 more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT's Civil Rights at 703- 259-1775 or TTY/TDD 711.

## Environmental Review

Pursuant to the National Environmental Policy Act (NEPA) and 23 CFR 771, a Programmatic Categorical Exclusion (PCE) was prepared under an agreement between VDOT and the Federal Highway Administration approved on May 1, 2013. This PCE was completed and distributed on November 18, 2016.

## Right of Way

As design of this project is finalized, additional easements may be required beyond the proposed right of way and will be shown on the public hearing plans. The property owners will be informed of the exact location of the easements during the right of way acquisition process and prior to construction.

Information about right of way purchase is discussed in VDOT's brochure, "Right of Way and Utilities: Guide for Property Owners and Tenants." Copies of this brochure are available here from VDOT personnel.

After this meeting, information regarding right of way may be obtained from the right of way contact listed on the back of this brochure.

In compliance with the National Historic Preservation Act, Section 106 and 36 CFR Part 800, information concerning the potential effects of the proposed bridge replacement on properties listed in or eligible for listing in the National Register of Historic Places is included with the environmental document.

Copies of the document are available for review here tonight or can be viewed online at [www.virginiadot.org/projects](http://www.virginiadot.org/projects).

## Limited Access Change Control for project located in Northern Virginia District

1. The Fairfax County Parkway (Route 286) on Northbound Ramp from Telegraph Road Project R000-029-249 requires a temporary break in limited access along the northbound ramp from Telegraph Road. This break is needed for reserve and emergency access.
  - a. Located in the County of Fairfax
  - b. Route 617 Backlick Road over CSX will need to be replaced to accommodate a new third rail line proposed as part of the Virginia Atlantic Gateway.
  - c. There is limited access to and from the area served by Backlick Road. To prevent additional congestion and to provide emergency access additional admittance to the Newington area is needed.
  - d. The proposed temporary access between Backlick Road and the northbound ramp from Telegraph Road to the Fairfax County Parkway (Route 286) will provide the necessary reserve and emergency access needed.
  - e. A Notice of Willingness for Public Comment for a break in limited access was posted on April 13, 2017 with the comment period closing May 1, 2017 and no requests for a hearing or other comments were received.
  - f. The project was endorsed by the Fairfax County Department of Transportation by letter dated April 12, 2017.
  - g. The total cost of the estimated project is \$10,000,000.
  - h. Request approval by the CTB to allow a temporary limited access control change on the Fairfax County Parkway.



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

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

*Agenda Item # 6*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**May 17, 2017**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

**Title: Economic Development Access to  
Deschutes Brewery, Inc.  
Project ECON-128-415 – City of Roanoke**

**WHEREAS**, § 33.2-1509 of the *Code of Virginia* provides a fund to "...be expended by the Board for constructing, reconstructing, maintaining or improving access roads within localities to economic development sites on which manufacturing, processing, research and development facilities, distribution centers, regional service centers, corporate headquarters, or other establishments that also meet basic employer criteria as determined by the Virginia Economic Development Partnership in consultation with the Virginia Department of Small Business and Supplier Diversity will be built under firm contract or are already constructed ..." and, "in the event there is no such establishment or... firm contract, a locality may guarantee to the Board by bond or other acceptable device that such will occur and, should no establishment or airport acceptable to the Board be constructed or under firm contract within the time limits of the bond, such bond shall be forfeited."; and

**WHEREAS**, the Roanoke City Council has, by appropriate resolution, requested Economic Development Access Program funds to serve Deschutes Brewery, Inc. within the Roanoke Centre for Industry and Technology, off of Blue Hills Drive and said access is estimated to cost \$3.03 million; and

**WHEREAS**, it appears that this request falls within the intent of Section 33.2-1509 of the *Code of Virginia* and complies with the provisions of the Commonwealth Transportation Board's (CTB) policy on Economic Development Access.

**NOW, THEREFORE, BE IT RESOLVED**, that \$650,000 (\$500,000 unmatched and \$150,000 matched) of the Economic Development, Airport and Rail Access Fund is allocated to provide adequate access Deschutes Brewery, Inc., to be located off of Blue Hills Drive, Project ECON-128-415, 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 City of Roanoke (LOCALITY) and the Virginia Department of Transportation (VDOT), to provide for the:
  - a. Design, administration, construction and maintenance of this project; and
  - b. Payment of all ineligible costs, and of any eligible costs in excess of this allocation, from sources other than those administered by VDOT; and
  - c. Provision by the LOCALITY of either i) documentation of a least \$3,250,000 of eligible capital outlay attributed to qualifying business on property served exclusively by this project, or ii) should documentation of capital outlay be insufficient, an appropriate bond or other acceptable surety device by the LOCALITY to VDOT, not to expire before June 17, 2022, without written permission of VDOT. Such surety device shall provide for reimbursement to VDOT of any expenses incurred by the Economic Development, Airport and Rail Access Fund for this project's construction not justified by the eligible capital outlay of establishments served by the project. If, by May 17, 2022, at least \$3,250,000 of eligible capital outlay on property served exclusively by this project has not been expended or committed by firm contract by a qualified establishment or establishments, then an amount equal to 20% of the eligible capital outlay of up to \$3,250,000 will be credited toward the project's Economic Development Access Program allocation utilized in the project's construction and the balance of the utilized allocation not justified by eligible capital outlay will be returned to VDOT and the Economic Development, Airport and Rail Access Fund. This surety may be released or reduced accordingly at an earlier date upon provision of documentation of eligible capital outlay by a qualified establishment, or establishments; and
3. Determination by VDOT of eligible capital outlay in accordance with current policy and procedures for administering the Economic Development Access Program.

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## CTB Decision Brief

### Economic Development Access – City of Roanoke Deschutes Brewery, Inc.

**Issue:** Pursuant to § 33.2-1509 of the *Code of Virginia* and the Economic Development Access Policy of the Commonwealth Transportation Board (CTB), the Roanoke City Council has requested funds from the Economic Development Access (EDA) Program to assist in constructing road access to the Deschutes Brewery, Inc. which has committed to locate within the Roanoke Centre for Industry and Technology, northwest of U.S. Highway 460, off of Blue Hills Drive. Allocation of the requested funds by the CTB is sought.

**Facts:** § 33.2-1509 of the *Code of Virginia* authorizes the CTB to expend funds set aside for constructing access roads to economic development sites on which certain establishments as prescribed by the *Code* or other establishments that meet the basic employer criteria as determined by the Virginia Economic Development Partnership in consultation with the Virginia Department of Small Business and Supplier Diversity will be built under firm contract or are already constructed. In the event there is no such establishment already constructed or construction of such establishment is not under firm contract, a locality may guarantee to the CTB by bond or other acceptable device that such will occur.

The CTB's Economic Development Access Fund Policy (CTB Policy) sets forth certain criteria which must be met for projects to be eligible for such funding and directs the Commissioner of Highways to establish administrative procedures to administer to assure adherence to the CTB Policy and legislative requirements. The Commissioner established such administrative procedures in the Economic Development Access Program Guide (Guide) administered by the Local Assistance Division of the Virginia Department of Transportation (VDOT).

Deschutes Brewery has announced it plans to acquire a 49-acre parcel to develop its East Coast brewing, distribution and hospitality facility. The Deschutes facility is expected to result in an initial \$85 million investment and 108 new employees and operations are anticipated to begin by July 2020. The property does not currently have adequate access to a public road system. The City of Roanoke will administer design and construction of the proposed access road project.

The City's plans for the proposed access road will provide for a 50-foot wide asphalt roadway with curb and gutter and sidewalk within 120-foot wide right of way, extending northeast from the current terminus of Blue Hills Drive approximately 0.64 mile in length to provide adequate access to the Deschutes Brewery site. VDOT Salem District staff concurs in the plans for the project; however, the functional classification of this local road warrants only 30 feet of pavement and the adjusted estimate for eligible items and quantities for this work is \$1.986 million. The City of Roanoke will be responsible for financial arrangements to provide for the required EDA Program matching funds, as appropriate, and all project costs exceeding the state EDA Program allocation to fully fund the project. Documentation of qualifying capital investments of \$3,250,000 or receipt of appropriate bonding from the City will be required prior to funding authorization.

**Recommendations:** VDOT recommends that the maximum allocation of \$650,000 (\$500,000 unmatched and \$150,000 matched) from the Economic Development, Airport and Rail Access

Fund be approved for construction of this project, subject to certain contingencies as set forth in the accompanying resolution.

**Action Required by the CTB:** The *Code of Virginia* and the CTB’s Economic Development Access Fund Policy specify that the CTB shall approve of the allocation of funds for the construction of the access road project. A resolution is provided for formal vote.

**Result, if Approved:** VDOT and the City of Roanoke will proceed with the Economic Development Access road project.

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** None

*Handwritten signature*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA  
The 21st day of February, 2017.

No. 40764-022117.

A RESOLUTION authorizing the City of Roanoke, Virginia to request the Commonwealth Transportation Board to provide Economic Development Access (EDA) Program funds to the City to extend Blue Hills Drive, N.E., in Roanoke, Virginia; authorizing the City Manager to execute any documents on behalf of the City that are necessary for such application to secure such funding; acknowledging that the EDA Program requires certain local matches and sureties; acknowledging that the extension of Blue Hills Drive, N.E. in the City will be added to, and become a part of, the City road system pursuant to Section 33.2-1509 (C) of the Code of Virginia (1950), as amended; and acknowledging that the City will request that the new roadway be added to receive maintenance payments under Section 33.2-319 of the Code of Virginia (1950), as amended.

WHEREAS, the City of Roanoke ("City") desires to assist in the development of property for the purpose of economic development located off of Blue Hills Drive, N.E., in the City of Roanoke, Virginia within the Roanoke Centre for Industry and Technology;

WHEREAS, Deschutes Brewery, Inc. is purchasing property located at 2002 Blue Hills Drive, N.E., in the City of Roanoke, Virginia, bearing Official Tax Map No. 7230101 ("Property"), pursuant to the terms of a Contract of Purchase and Sale of Real Property dated April 20, 2016 ("Contract"), and will soon enter into a firm contract to construct its new facilities on the Property for the purpose of brewing, bottling, and packaging beer ("Facility");

WHEREAS, this Facility is expected to involve new private capital investment in buildings and equipment of approximately \$85 million and Deschutes Brewery, Inc. is expected to employ 108 persons at this Facility;

WHEREAS, operations are expected to begin at this Facility on or about July 1, 2020;

WHEREAS, the Property has no access to a public street or highway and will require the construction of a new roadway to connect with Blue Hills Drive, N.E. ("Project");

WHEREAS, the City hereby guarantees that the necessary environmental analysis, mitigation, and fee simple right of way acquisitions and utility relocations or adjustments for this Project, if necessary, will be provided at no cost to the Economic Development, Airport and Rail Access Fund;

WHEREAS, the City acknowledges that no land disturbance activities may occur within the limits of the proposed Project prior to any construction activity on this Project as a condition of the use of the Economic Development, Airport and Rail Access Fund;

WHEREAS, the City hereby acknowledges that the Virginia Department of Transportation's ("VDOT") Economic Development Access ("EDA") Program may provide up to a maximum of \$650,000 for a project and requires matching funding, up to \$150,000 from the City, for estimated eligible project costs over \$500,000, up to \$800,000.

WHEREAS, the City hereby guarantees that all ineligible Project costs, all project costs exceeding the EDA Program project allocation, and all costs not justified by eligible capital outlay will be provided from sources other than those administered by VDOT; and

WHEREAS, the EDA Program requires that a bond or other acceptable surety, in the full amount of the Commonwealth Transportation Board's allocation, be provided by the City to VDOT if a qualifying establishment is not constructed or under firm contract; this surety shall be exercised by VDOT in the event that sufficient qualifying capital investment does not occur for the proposed Project that will provide public road access to the Property within five years of the Commonwealth Transportation Board's allocation of funds pursuant to this request.

NOW, THEREFORE, be it resolved by the Council of the City of Roanoke, Virginia as follows:

1. The City hereby requests that the Commonwealth Transportation Board provide Economic Development Access Program funding to provide an adequate road to this Property, with the understanding and agreement of the City that (i) the costs for the necessary environmental analysis, mitigation, and fee simple right of way acquisitions and utility relocations or adjustments for this Project, if necessary, will be provided at no cost to the Economic Development Access Fund; (ii) no land disturbance activities may occur within the limits of the proposed Project prior to any construction activity on this Project as a condition of the use of the Economic Development, Airport and Rail Access Fund; and (iii) all ineligible Project costs, all project costs exceeding the EDA Program project allocation, and all costs not justified by eligible capital outlay will be provided from sources other than those administered by the Virginia Department of Transportation.

2. The City Manager and/or his designee is authorized to execute any and all documents necessary to apply for and secure the funding sought through the Economic Development Access Program up to the maximum amount of funding eligible under the EDA Program on terms consistent with this Resolution, and to take such actions as the City Manager deems necessary and appropriate for such application. All such documents shall be approved as to form by the City Attorney.

3. The City acknowledges that the EDA Program requires a local match and provision of a bond or other acceptable surety in the full amount of the Commonwealth Transportation Board's allocation to VDOT if a qualifying establishment is not constructed or under firm contract, and this surety will be exercised in the event the proposed Project to provide public road access to the Property does not occur within five years of the allocation of funds by

the Commonwealth Transportation Board pursuant to this request. The City understands that such local match and surety will be addressed by City Council at the time the City Council acts to accept the allocation of funds by the Commonwealth Transportation Board.

4. The City Council hereby acknowledges that the new roadway so constructed will be added to and become a part of the road system of the City of Roanoke pursuant to Section 33.2-1509 (C) of the Code of Virginia (1950), as amended.

5. The City Council will request the new roadway, so constructed, to be added to receive maintenance payments in accordance with the provisions of Section 33.2-319 of the Code of Virginia (1950), as amended, and such request for street additions for municipal assistance payments will be submitted, together with a copy of this resolution and such maps and other documents as may be necessary in the manner prescribed by VDOT.

ATTEST:

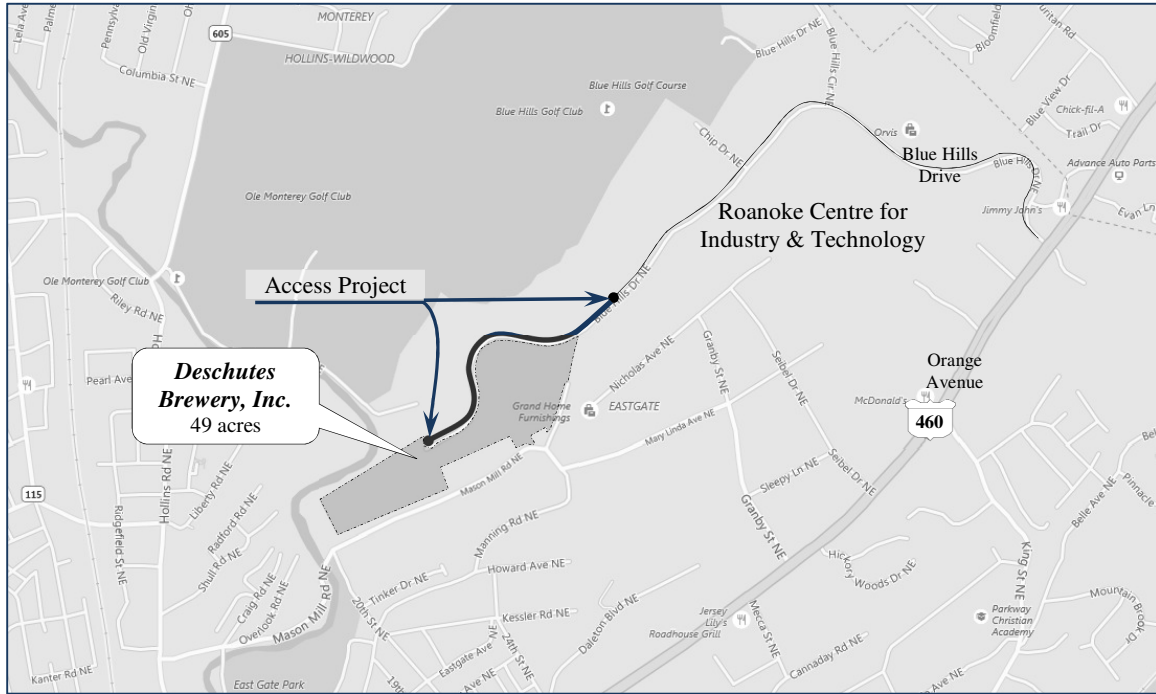
  
Stephanie M. Moon Reynolds  
City Clerk

## CERTIFICATION OF VOTE

At a regularly scheduled meeting of the Council of the City of Roanoke, Virginia held on February 21, 2017, on a motion by Council Member David B. Trinkle, and seconded by Council Member Raphael E. Ferris, Resolution No. 40764-022117, a copy of which Resolution is attached hereto, was adopted by a vote of 7 to 0.

Dated this 22nd day of February 2017

ATTEST:   
Stephanie M. Moon Reynolds, MMC  
City Clerk



## PROPOSED ECONOMIC DEVELOPMENT ACCESS PROJECT

### Deschutes Brewing Project ECON-128-415 City of Roanoke

#### Economic Development Site/Facility

Proposed 330,000 s.f. facility for production brewery, distribution and hospitality

Anticipated Investment: \$85 million

Employment: 108

Anticipated traffic: 205 vpd (10 trucks)

#### Access Facility

Access road length: 0.64 mile

Pavement width: 50 feet (30 feet eligible)

R/W Width: 120 feet

Estimated Cost: \$1,986,000

Proposed Allocation: \$650,000 (bonded)  
\$500,000 unmatched, \$150,000 matched)





# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

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

*Agenda item # 7*

### **RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD**

**May 17, 2017**

#### **MOTION**

**Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_**

**Action: \_\_\_\_\_**

**Title: Revenue Sharing Reallocation  
City of Roanoke – Roanoke River Greenway, Phase II**

**WHEREAS**, Section 33.2-357 of the *Code of Virginia* (1950), as amended (“*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 City of Roanoke elected to participate in this program for fiscal years 2013 and 2014 and, with the Virginia Department of Transportation (VDOT), identified specific eligible items of work to be financed from the special fund account; and

**WHEREAS**, the governing body of the City of Roanoke has, by appropriate resolution, requested the Roanoke River Greenway, Phase II (UPC 105439) project to be established as a revenue sharing project; and

**WHEREAS**, the governing body of the City of Roanoke has, by appropriate resolution, requested that the funds set forth herein be transferred from the Roanoke River Greenway, Phase I project (UPC 102769) to the Roanoke River Greenway, Phase II Project (UPC 105439) for specific eligible items of work, as indicated herein; and

**WHEREAS**, these items of work fall within the intent of § 33.2-357 of the *Code*, and comply with the CTB’s guidelines for the use of such funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commonwealth Transportation Board hereby approves the transfer of these funds as indicated herein.

**Reallocation of Funds Pursuant to  
 Section 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 Work for New Project (eligible item)
<b>City of Roanoke</b>					
2012-13	\$131,086	\$131,086	102769	105439	Facilities for Pedestrians and Bicycles
2013-14	\$600,000	\$600,000	102769	105439	Facilities for Pedestrians and Bicycles

#####

## CTB Decision Brief

### Revenue Sharing Reallocation – City of Roanoke Roanoke River Greenway, Phase II

**Issue:** The City of Roanoke has requested that an existing Six-Year Improvement Plan 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 funds may be transferred from a revenue sharing project to an existing project in the Six-Year Improvement Plan if approved by the CTB. In addition, such transfers require that either the funds are needed to meet the approved federal obligation schedule or the funds are needed to ensure that a scheduled advertisement or award date can be met or accelerated. The transfer request must also include a resolution from the locality establishing the project as a revenue sharing project.

The City of Roanoke requests that the Virginia Department of Transportation (VDOT) reallocate funds from an existing revenue sharing project that was for Roanoke River Greenway, Phase I, (UPC 102769) to a project in the Six-Year Improvement Plan, Roanoke River Greenway, Phase II – UPC 105439, which is not currently funded with revenue sharing funds. The Roanoke River Greenway, Phase II project (UPC 105439) has been advertised and bids came in higher than expected, resulting in a funding shortfall. The City of Roanoke, by resolution, has established the Roanoke River Greenway, Phase II – UPC 105439 project as a revenue sharing project and has requested, by resolution, to have revenue sharing funds transferred from the Roanoke River Greenway, Phase I - UPC 102769 project which has been completed by the city and has a surplus of funding. This transfer will allow the Roanoke River Greenway, Phase II project – UPC 105439 to be awarded. The transfer will not affect the overall allocation of the revenue sharing program.

**Recommendations:** VDOT recommends that Roanoke River Greenway, Phase II – UPC 105439 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 Roanoke River Greenway, Phase II – UPC 105439 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 City Council's request to the CTB. The City of Roanoke will be able to award the Roanoke River Greenway, Phase II project.

**Options:** Approve, Deny, or Defer.

**Public Comments/Reactions:** N/A



## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 20, 2017  
**Subject:** Resolution requesting Commonwealth Transportation Board (CTB) and Virginia Department of Transportation (VDOT) establish Roanoke River "Bridge the Gap" Greenway, Aerial Way to Bridge Street as a Revenue Sharing Project and Execution of Necessary Documents (CM17-00024)

### **Background:**

The original 2.7 mile Roanoke River "Bridge the Gap" Greenway from Bridge Street to the Roanoke/Salem City limit was divided into two construction phases with each project receiving various funding sources from VDOT. Phase I of the "Bridge the Gap" project from the Roanoke/Salem City limit to Aerial Way Drive (VDOT Project UPC 102769) utilized VDOT Revenue Sharing funds. Phase II of the project, from Aerial Way Drive to Bridge Street (VDOT Project UPC 105439) utilizes Regional Surface Transportation Program (RSTP) funds and Transportation Enhancement funds.

Phase I (UPC 102769) was completed in July 2015. Approximately \$731,086 in Revenue Sharing funds remain on the project and are available for transfer to Phase II (UPC 105439). Because Phase II is not currently receiving Revenue Sharing funds, and in accordance with Revenue Sharing Program requirements, it is necessary that the City request by resolution that the CTB and VDOT establish Phase II of the project as a Revenue Sharing Project.

### **Considerations:**

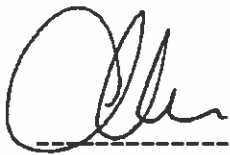
Revenue Sharing funds require an equal amount of local match. The balance of VDOT Revenue Sharing funds (\$731,086) as well as the required local match (\$731,086) to be transferred to Phase II is available in account 08-620-9201, Roanoke River Greenway - Bridge the Gap.

The City agrees to provide its share of the total cost of Phase II in accordance with the project financial documents and agrees to enter into a project administration agreement with VDOT in accordance with applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the project. Furthermore, the City agrees to the maintenance and operation of the facility as constructed.

**Recommended Action:**

Adopt a resolution requesting the Commonwealth Transportation Board and Virginia Department of Transportation establish VDOT Project 105439, Roanoke River "Bridge the Gap" Greenway, Phase II, Aerial Way to Bridge Street as a Revenue Sharing Project.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use \$731,086 in Revenue Sharing funds together with City matching funds for Phase II of this project. All documents required are to be approved as to form by the City Attorney.



-----  
Christopher P. Morrill  
City Manager

**Distribution:** Council Appointed Officers  
Sherman M. Stovall, Assistant City Manager for Operations  
Barbara A. Dameron, Director of Finance  
Robert K. Bengtson, P.E., Director of Public Works  
Philip C. Schirmer, P.E., L.S., City Engineer

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

The 20th day of March, 2017.

No. 40780-032017.

A RESOLUTION requesting the establishment of the Roanoke River "Bridge the Gap" Greenway, Phase II, Aerial Way to Bridge Street, by the Commonwealth Transportation Board ("CTB") and Virginia Department of Transportation ("VDOT"), as a Revenue Sharing Project; and authorizing the City Manager to take certain actions in connection with such project.

WHEREAS, in accordance with the Revenue Sharing Program requirements, it is necessary that a request by Resolution be received from the sponsoring local jurisdiction requesting the CTB and VDOT to establish a project as a Revenue Sharing Project;

WHEREAS, UPC 102769 – Roanoke River Greenway – City of Salem Limits to Aerial Way, has been completed and approximately \$731,086 in Revenue Sharing Program funds and \$731,086 in required Local Match are remaining on the project and available for transfer; and

WHEREAS, UPC 105439 – Roanoke River Greenway – Aerial Way to Bridge Street is an existing project in the VDOT Six Year Improvement Program and a project that meets the requirements of the Revenue Sharing program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roanoke that:

1. The City of Roanoke requests that the CTB and VDOT establish UPC 105439 – Roanoke River Greenway – Aerial Way to Bridge Street as a Revenue Sharing project.
2. The City of Roanoke requests that all remaining Revenue Sharing Program funds (approximately \$731,086) and an equal amount of required Local Match from completed project UPC 102769 – Roanoke River Greenway – City of Salem Limits to Aerial Way be transferred to the newly established project.

3. The City of Roanoke hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of this project in accordance with the project financial documents.

4. The City of Roanoke hereby agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the project.

5. The City of Roanoke will be responsible for maintenance and operating costs of the facility as constructed unless other arrangements have been made with VDOT.

6. City Council hereby supports the establishment of the Roanoke River "Bridge the Gap" Greenway, Phase II, Aerial Way to Bridge Street, from CTB and VDOT, as a Revenue Sharing Project, with Revenue Sharing funds in the amount of \$731,086 together with a local match from the City, as more particularly described in the City Council Agenda Report dated March 20, 2017.

7. The City Manager is further authorized to take any such further actions and execute such further documents, approved as to form by the City Attorney, as may be necessary to obtain, accept, implement, administer, and use \$731,086 in Revenue Sharing funds together with City matching funds.

ATTEST:

  
City Clerk



# COMMONWEALTH of VIRGINIA

## *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

1401 East Broad Street  
Richmond, Virginia 23219

(804) 786-2701  
Fax: (804) 225-2940

*Agenda item # 8*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

May 17, 2017

#### MOTION

Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ Action: \_\_\_\_\_

**Title: Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and FHWA-Eastern Federal Lands Highway Division (EFLHD) for a project receiving funds through the Federal Lands Access Program, Roanoke River Greenway Extension, Roanoke County, Located in the Salem District**

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) authorizes use of federal transportation funds and state or local matching funds for projects that improve access to federal lands through the Federal Lands Access Program (FLAP); and

**WHEREAS**, the Federal Highway Administration Eastern Federal Lands Highway Division (FHWA/EFLHD) requires VDOT to enter into an agreement for the management of FLAP projects; and

**WHEREAS**, on July 22, 2016, the Virginia Programming Decisions Committee selected a project in Roanoke County for the design and construction of an extension of the Roanoke River Greenway (Project) using FLAP funds; and

**WHEREAS**, VDOT and FHWA/EFLHD have prepared an agreement, identified as Attachment A, outlining the general responsibilities and obligations of each party for administration of the identified project under FLAP; and

**WHEREAS**, it is believed to be in the best interest of the Commonwealth to take advantage of the funding provided through FLAP and execute the agreement; and



Resolution of the Commonwealth Transportation Board  
Authorization for the Commissioner of Highways to Execute a  
Federal Lands Access Program Project Agreement  
County of Roanoke  
May 17, 2017  
Page Two

**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 in the area of transportation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways or his designee to enter into the agreement for the Project set forth as Attachment A and to take all other actions needed to comply with this resolution.

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## CTB Decision Brief

### Authorization for the Commissioner of Highways to Enter into a Memorandum of Agreement Between the Virginia Department of Transportation and FHWA-Eastern Federal Lands Highway Division (EFLHD) for a project receiving funds through the Federal Lands Access Program, Roanoke River Greenway Extension, Roanoke County, Located in the Salem District

**Issue:** On July 22, 2016, the Virginia Programming Decisions Committee selected a project in Roanoke County for the design and construction of an extension of the Roanoke River Greenway using Federal Lands Access Program (FLAP) funds. A project agreement must be executed by Federal Highway Administration Eastern Federal Lands Highway Division (FHWA/EFLHD) and VDOT in order to move forward with obligation of federal funds for a project being funded under FLAP. Pursuant to Virginia Code §33.2-221, approval of the CTB and authorization for the Commissioner to sign is necessary in order to execute the agreement.

**Facts:** The Fixing America's Surface Transportation Act (FAST Act) authorizes use of federal transportation funds and state or local matching funds for projects improving access to federal lands through FLAP. The federal law also creates a Committee to evaluate applications for use of the FLAP funds. The committee, known as the Programming Decision Committee (PDC) is comprised of a representative of the Federal Highway Administration, a representative of the Virginia Department of Transportation (VDOT), and a representative for local governments within that State.

Proposed projects must be located on a public highway, road, bridge, trail or transit system that is located on, is adjacent to, or provides access to Federal lands for which title or maintenance responsibility is vested in a state, county, town, township, tribal, municipal, or local government. 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 in the area of transportation.

An application was received from Roanoke County during the regular call for projects for FFY2015-2018 FLAP funds. The project scope was the design and construction of a 1.7-mile extension of the Roanoke River Greenway. Initially, the Virginia PDC did not recommend the project due to the limitation of available FLAP funds. Subsequently, a FLAP award recipient decided not to implement their project, resulting in available funding. On July 22, 2016, the PDC approved funding for the Roanoke River Greenway extension as described in the original application.

The FHWA/EFLHD requires that VDOT enter into an agreement for the management of this FLAP project.

**Recommendations:** VDOT recommends the CTB approve the resolution titled "Authorization for the Commissioner of Highways to Execute a Federal Lands Access Program Project Agreement."

CTB Decision Brief  
Authorization for the Commissioner of Highways to Execute a  
Federal Lands Access Program Project Agreement  
County of Roanoke  
Page Two

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

**Result, if Approved:** VDOT can enter into a project agreement for the proposed FLAP project and obligate program funds, thereby allowing project development to commence in a timely manner.

**Options:** Approve, Deny, or Defer

**Public Comments/Reactions:** NA

DRAFT

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** VA FLAP RRG TRL(1)

**Project Route:** Roanoke River Greenway (RRG)

**State:** Virginia

**County(ies):** Roanoke County

**Owner of Federal Lands to which the Project Provides Access:** National Park Service (NPS), Blue Ridge Parkway

**Entity with Title or Maintenance Responsibility for Facility:** Roanoke County, VA

**Type of Work:**

- Preliminary Engineering: Prepare environmental documents, finalize PS&E package, and acquire necessary permits.
- Right-of-way: Roanoke Valley Resource Authority (RVRA) has agreed to easement for trail and parking area.
- Construction: Construct a 1.7 mile extension of Roanoke River Greenway (RRG) from the Blue Ridge Parkway at the corner of Highland Rd and Rutrough Rd to the Explore Park River Trail.

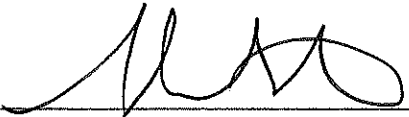
This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Eastern Federal Lands Highway Division (EFLHD), Virginia Department of Transportation (VDOT), and Roanoke County (ROCO), VA

The Program Decision Committee (PDC) approved this project on 7/22/2016.

**AGREED:**

\_\_\_\_\_  
Commissioner of Highways, VDOT Date

  
\_\_\_\_\_  
County Administrator Roanoke County, VA 3/7/17  
Date

\_\_\_\_\_  
Chief of Business Operations, EFLHD Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Roanoke County, VA agrees to provide a matching share equal to 18.50% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$1,387,000.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, and Code of Virginia Sections §33.2-221.A, 33.2-1011 and 33.2-102.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

Roanoke County, VA has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The Virginia Department of Transportation and Roanoke County, VA have coordinated project development with the NPS Blue Ridge Parkway. The NPS Blue Ridge Parkway support of the project is documented per the signed support letters dated 4/9/2015. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the NPS Blue Ridge Parkway.

**E. PROJECT BACKGROUND/SCOPE**

This project will construct an extension of the Roanoke River Greenway (RRG) from the Blue Ridge Parkway to Explore Park, completing a 23-mile bicycle/pedestrian trail across the Roanoke Valley. RRG is a paved path, 10-foot wide, built to AASHTO and VDOT standards, including ADA requirements. Completion of the currently funded sections does not provide connection to the BLRI motor road because the trail would end at

Highland Road where it tunnels under the Parkway. The next phase, which is included in this project, would provide connection from Highland to the Roanoke River Parkway and thus to BLRI. One alternative is to utilize Roanoke Valley Resource Authority (RVRA) land, under easement to BLRI, and cross in an existing tunnel under Roanoke River Parkway with connections to the two overlooks. After passing through the tunnel, RRG would go across the capped landfill, be built on top of a service road, and continue down to the Roanoke River, intersecting the Explore Park River Trail at its terminus.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimate (\$)</b>	<b>Comments</b>
EFLHD PROJECT MANAGEMENT	\$ 27,000.00	
PRELIMINARY ENGINEERING	\$ 95,500.00	
RIGHT-OF-WAY	\$ 54,500.00	
CONSTRUCTION ENGINEERING	\$ 100,000.00	
CONSTRUCTION	\$ 1,456,750.00	
<b>TOTAL PROJECT COST</b>	<b>\$ 1,733,750.00</b>	

The EFLHD project management funds (estimated at \$27,000.00) will require a tapered match using local matching funds. The matching ratio is 18.50%. Project cost based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, Roanoke County, VA will provide additional local funding to address any funding shortfall.

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
EFLHD	<ul style="list-style-type: none"> <li>• Review documentation showing the project is on an approved program of projects and a TIP or STIP</li> <li>• Approve identified design standards/geometrics and the project scope, schedule, and budget</li> <li>• If applicable, review and/or concur with identified lead federal agency and draft environmental documents</li> <li>• Review and adopt NEPA document</li> <li>• Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements</li> <li>• Review and approve 95% PS&amp;E package</li> <li>• Review and/or approve contract package, award package, and all contract modifications</li> <li>• Attend final project inspection. Can be done electronically with photos</li> <li>• Provide assistance in contract disputes and claims if requested by the partner</li> </ul>	

Responsible Party	Product/Service/Role	Comments
VDOT	<ul style="list-style-type: none"> <li>• Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>• Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>• Submit quarterly reimbursement requests to EFLHD for expenses incurred in order to maintain financial activity</li> <li>• Provide quarterly progress and financial reports to EFLHD</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Provide stewardship and oversight and documentation of the following: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility/Railroad Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	

Responsible Party	Product/Service/Role	Comments
Roanoke County, VA	<ul style="list-style-type: none"> <li>• Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>• Provide construction administration including stewardship and oversight for federal funded projects</li> <li>• Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity.</li> <li>• Provide quarterly progress and financial reports</li> <li>• Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Provide data on traffic, accidents, material sources, etc</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Final acceptance of project and project closeout</li> <li>• Assume responsibility of the NPDES permit after project completion</li> <li>• Provide long term maintenance and operation of the facility</li> <li>• Provide the following documents and information: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility/Railroad Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	



## **H. ROLES AND RESPONSIBILITIES – SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Start-Finish</b>
ROCO	NEPA Document	12/12/16 – 04/08/18
ROCO	Final Design	12/12/16 – 04/08/18
ROCO	Right of Way	04/09/18 – 04/02/19
ROCO	Advertisement	04/02/19 – 04/23/19
ROCO	Construction Engineering	04/24/19 – 12/16/20
ROCO	Construction	06/20/19 – 08/12/20
ROCO	Contract Closeout	08/13/20 – 12/16/20

## **I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

<b>Criteria</b>		<b>Comments</b>
Standard	AASHTO	
Functional Classification	N/A	
Surface Type	AASHTO	
Design Volume	AASHTO	

## **J. FUNDING**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
Federal Lands Access Program Funding	\$ 1,387,000.00	
Roanoke County, VA Local Cash Match	\$ 346,750.00	
<b>TOTAL</b>	<b>\$ 1,733,750.00</b>	

The matching fund share will be documented with a PR-2 to be submitted by the VDOT following submittal of required stewardship documents.

## **K. MATCHING SHARE REQUIREMENTS**

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in

kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

**L. PROJECT TEAM MEMBERS - POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFLHD	Project Management	571-434-1543 <a href="mailto:Jacinda.Russell@dot.gov">Jacinda.Russell@dot.gov</a>
Charlie Costello	Program Planning Specialist	EFLHD	Coordination	571-434-1558 <a href="mailto:Charlie.Costello@dot.gov">Charlie.Costello@dot.gov</a>
Doug Blount	Director of Parks, Recreation and Tourism	Roanoke County	Coordination	540-777-6321 <a href="mailto:dblount@roanokecountyva.gov">dblount@roanokecountyva.gov</a>
Lon Williams	Planning and Development Manager	Roanoke County	Project Manager	540-777-6324 <a href="mailto:lwilliams@roanokecountyva.gov">lwilliams@roanokecountyva.gov</a>
Cheryl Becker	Locally Administered Projects Coordinator	VDOT	District Project Coordination	540-387-5399 <a href="mailto:cheryl.becker@vdot.virginia.gov">cheryl.becker@vdot.virginia.gov</a>
Jay Guy	Program Manager	VDOT	District Project Coordination	540-387-5247 <a href="mailto:james.guy@vdot.virginia.gov">james.guy@vdot.virginia.gov</a>
H.W. Chenault	Federal Programs Supervisor	VDOT	Coordination	804-786-2264 <a href="mailto:H.Chenault@VDOT.virginia.gov">H.Chenault@VDOT.virginia.gov</a>
Richard Caywood	Assistant County Administrator	Roanoke County	Coordination	540-776-7190 <a href="mailto:rcaywood@roanokecountyva.gov">rcaywood@roanokecountyva.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The

parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b>VDOT</b>	<b>Roanoke County, VA</b>	<b>Time</b>
Project Manager (Jacinda Russell)	LAP Coordinator (Cheryl Becker)	Lon Williams	5 Working Days
Planning and Programs Manager	Program Manager (Jay Guy)	Doug Blount	5 Working Days
Chief of Business Operations	Federal Programs Supervisor (H.W. Chenault)	Doug Blount	5 Working Days
Division Director	Federal Programs Supervisor (H.W. Chenault)	Richard Caywood, Assistant County Administrator	5 Working Days

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES**

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

Phase or Activity	Partner Role	EFLHD Role	Comments
<b>Planning &amp; Programming</b>			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
<b>Environment</b>			
Lead Federal agency identified	Provide	Concur	FHWA must be a co- lead agency on an EIS
Copy of/review of Draft documents	Provide	Review/Concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
<b>Design</b>			
Review 95% PS&E	Provide	Review/Approve	Are required contract provisions included – Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/Approve	EFLHD needs certification

Phase or Activity	Partner Role	EFLHD Role	Comments
<b>Acquisitions</b>			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/ American, etc.)	Provide	Review/Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
Concur in award of contract	Provide	Review/Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received

Review or approve contract modifications	Provide	Review/ Concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
<b>Construction</b>			
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above \$500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed