



Local Assistance Division

Examples of LAP Submission Documents

Disclaimer:

This document is intended to contain the most recent versions of submittals required for locally administered projects. However, it remains the responsibility of the locality to coordinate with their District's Project Coordinator to ensure the most recent forms are being used, and the submittal requirements are being met.

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Request to Administer Project

To: District Office Local Liaison

From:

(Printed Name of Responsible Local Official Issuing Request) _____ (Email Address) _____ (Phone) _____

Signature (Typed when e-mailed) _____

Date: 08/08/19 _____

Locality: City of Alexandria	Project #: U000-100-885	UPC: 114864
Project Scope (short narrative): Safety enhancements and operational improvements along Mt. Vernon Ave. through Arlandria and Hume Springs to include bus stop enhancements, intersection re-design, upgrades to crosswalks, curb ramps, bike facilities and signals along the corridor.		
Local Government Project Delivery Self-evaluation attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Local Responsible Person*	Name: _____	Phone: _____
	Email: _____	
* See Chapter 3.1 of LAP Manual for Responsible Person qualifications		
Phase of project to be administered: <input checked="" type="checkbox"/> PE <input checked="" type="checkbox"/> RW <input checked="" type="checkbox"/> CN <input type="checkbox"/> Other; describe: _____		
State Funding Source(s):	<input checked="" type="checkbox"/> Federal Highway <input type="checkbox"/> State Formula (Urban / Secondary) <input checked="" type="checkbox"/> Other (specify): <i>Local</i>	
Check as applicable:	Project will be pursued through PPTA: <input type="checkbox"/> Project will be administered as Design-Build: <input type="checkbox"/>	
To be completed by District Office		
The project is: <input checked="" type="checkbox"/> Tier 1 (provide copy to LAD after District Administrator Approval/Denial) <input type="checkbox"/> Tier 2 (Submit with Self-evaluation to LAD for Chief Engineer Review)		
District Local Liaison Include Comments if needed	Recommendation: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial	
	<i>R. R. D. D. D. 9/16/19</i> Signature & Date (Typed when emailed)	
District Project Development Engineer/PIM or Construction Engineer Include Comments if needed	Recommendation: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial	
	<i>Nicholas J. Rogers 9/17/19</i> Signature & Date (Typed when emailed)	
	VDOT Project Coordinator Assigned: Kodjo Messan	
District Administrator (Tier 1 & Tier 2 Projects) / Chief Engineer (Tier 2 Projects)		
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Heidi Z. Green 9/17/19</i> District Administrator's Signature & Date	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____ Chief Engineer's Signature & Date	

Revised July, 2017

*Tier 1 projects are defined in I&IM #249 (http://www.extranet.vdot.state.va.us/locdes/electronic_pubs/iim/IIM249.pdf) and generally are projects which are non-federal oversight, under \$10 Million in Construction Value, and are not Design-Build

Upon completion, provide a copy of this form to the Local Assistance Division.

Use Ctrl-Enter to create paragraph breaks within comments.

Sheet 1 of 8

Local Government Project Delivery Self-Evaluation for Requests to Administer Federal Aid Projects

Include with Request to Administer Submittal

UPC: 114864; Project #: U000-100-885

Local government administration of federal aid transportation projects can have many benefits and has become an integral part of Virginia's Transportation Construction Program. However, local governments that are considering administering federal aid transportation projects should work closely with their VDOT District Office to ensure that they have, or can obtain, qualified staff and processes ("project delivery systems") to administer federal aid projects. Accordingly, local governments are required to submit the attached self-evaluation to their VDOT District Office concurrent with their request to administer a federal aid project or project to be developed as federal aid. Approval for Tier 1 projects is delegated to the District Administrator. District Administrators may not permanently delegate this authority. Tier 2 project RtA's will be submitted to the Chief Engineer for final approval. Project Tier definitions are defined in VDOT's I&IM #249 (http://www.extranet.vdot.state.va.us/locdes/electronic_pubs/iim/IIM249.pdf). Tier 2 projects are all projects with construction costs over \$10 million, all Federal Oversight projects, and all projects procured as Design-Build.

A completed self-evaluation will provide the VDOT District Office sufficient background information regarding the locality's ability to manage significant aspects of a major federal aid project and so that weaknesses or deficiencies in the local government's capabilities may be identified and addressed during the "Request to Administer" process. Weaknesses or deficiencies may not necessarily preclude a locality from administering a federal aid project; however, the locality and the VDOT District Office should work closely to identify actions, such as additional training or consultant procurement, which can reduce project risks and lead to an approval of the project administration request. The District office will also use this evaluation in determining the appropriate level project oversight provided by VDOT staff.

While denials are expected to be uncommon, circumstances which may justify a denial to administer a federal aid project include:

- The locality has no staff experience or training that demonstrates an ability to effectively deliver a federal aid project.
- The locality has a documented and repeated history of failure to meet federal phase obligation dates and cannot provide an acceptable corrective action plan.
- The locality has a documented history of violations to federal and/or state requirements and cannot provide or has not provided an acceptable corrective action plan.

Appeals to denials may be submitted in writing to the VDOT Central Office Local Assistance Division Director.

Local Government Responsible Person (submit one for each RP)

A locality is required to provide a full-time local government employee who is responsible for all major project decisions. This person is referred to as the locality Responsible Person (RP) and may or may not be the project manager. This requirement is outlined in Chapter 3.1 of VDOT's Locally Administered Projects (LAP) Manual. An FHWA memorandum dated August 4, 2011 provides further explanation of this person's duties (www.fhwa.dot.gov/federalaid/110804.pdf).

Identify the full time Local Government Employee assigned as the "Responsible Person":

Name: Steve Sindiong Title: Transportation Capital Program Manager

Is the RP also the Project Manager? Yes No (complete the PM evaluation page)

VDOT is required by federal regulation to ensure that the locality is adequately staffed to ensure the project is satisfactorily completed. Accordingly, local staff must have a working knowledge of the locally administered projects process and those federal regulations affecting federal aid projects. The following provides the experience and training of the Locality Responsible Person:

Select from the following the best choice describing the RP's experience:

The RP has successful experience providing oversight or managing a federal aid project within the previous five years. Identify and describe applicable project(s) on an attachment to include: Project Name and Description; Phases Included (PE/RW/CN), Approximate Date Advertised; Construction Value; Funding Source, if known, etc:

The RP has successful experience participating as a team member, but not a RP, for federal aid projects. Identify and describe applicable project(s) on an attachment to include: Project Name and Description; Phases Included (PE/RW/CN), Approximate Date Advertised; Construction Value; Funding Source, if known, etc:

The assigned RP has no successful experience with federal aid projects, but has provided oversight for a State-aid transportation project, such as Revenue Sharing or Access.

The RP has no experience providing oversight for a transportation project.

Has the RP completed VDOT's Core Curriculum on-line training, found on VDOT's Locally Administered Projects Webpage (<http://www.virginiadot.org/business/local-assistance-lpt.asp>)?

Yes

No

Describe or attach a list of other formal and/or informal training that qualifies him/her to act as a Responsible Person.

NAME has over 25 years of experience as a transportation planner, project manager, and has managed a number of projects that have received federal and state funding. He is also a member of the American Institute of Certified Planners (AICP). See Attachment A showing the projects with federal funding managed by NAME.

Local Government Project Manager (submit if the PM is not also the RP)

VDOT is required by federal regulation to ensure that the locality is adequately staffed to ensure the project is satisfactorily completed. Local governments may supplement their staff with consultants, including project management duties. Accordingly, local staff and their consultants must have a working knowledge of the locally administered projects process and those federal regulations affecting federal aid projects. The following provides the experience and training of the Locality Project Manager:

Identify the Project Manager*:

Name: Christine Mayeur **Title:** Complete Streets Program Manager

*Project Management will be assigned to a consultant; however, the consultant has not yet been procured (VDOT may request this information after consultant procurement)

Select from the following the best choice describing the PM's experience:

The PM has successful experience providing oversight or managing a federal aid project within the previous five years. Identify and describe those projects on an attachment to include: Project Name and Description; Phases Included (PE/RW/CN), Approximate Date Advertised; Construction Value; Funding Source, if known, etc:

The PM has successful experience participating as a team member, but not a PM, for federal aid projects. Identify and describe those projects on an attachment to include: Project Name and Description; Phases Included (PE/RW/CN), Approximate Date Advertised; Construction Value; Funding Source, if known, etc:

The PM has no successful experience with federal aid projects, but has provided oversight for a State-aid transportation project, such as Revenue Sharing or Access.

The PM has no experience providing oversight for a transportation project.

Has the PM completed VDOT's Core Curriculum on-line training, found on VDOT's Locally Administered Projects Webpage (<http://www.virginiadot.org/business/local-assistance-lpt.asp>)?

Yes

No

Describe or attach a list of other formal and/or informal training that qualifies him/her to act as a Project Manager for a federal aid project.

NAME has nearly 10 years of experience as a transportation planner, project manager, and is currently managing projects that have received federal and state funding. She is also a member of the American Institute of Certified Planners (AICP). See Attachment A showing the projects with federal funding managed by NAME.

General Locality Project Management Experience

The locality must be able to demonstrate “adequate project delivery” systems* to administer a federal-aid project. This requirement is identified in Chapter 2.2 of the VDOT LAP Manual.

Select, from the choices below, that which best describes the locality’s project management experience:

- The locality has successfully administered one or more federal aid highway improvement project(s) within the previous five years. Briefly describe the project(s) (including project scope, cost, and duration) and provide VDOT UPC and project number if available, in an attachment.
- The locality has successfully administered one or more non-highway improvement federal aid project (e.g. sidewalk, streetscape, landscaping, multi-use trail, etc) project(s) within the previous three to five years. Briefly describe the project(s) and provide VDOT UPC and project number if available, in an attachment.
- The locality has successfully administered a state aid or capital improvement highway improvement project within the previous five years. Provide a detailed explanation of the scope, cost, and duration of the project in an attachment.
- The locality has not successfully administered a transportation-related project or Capital Improvement project in the recent past.

Provide list or description of any additional experiences which will demonstrate the ability of the locality to administer a federal aid project.

See Attachment A showing federal projects administered by the City.

Consultant Procurement

Federal consultant procurement requirements are outlined in Chapter 11 of the VDOT Locally Administered Projects Manual. Localities receiving federal reimbursement for professional service contracts must procure those professionals in accordance with the federal Brooks Act and Federal Acquisition Regulations.

Will the locality need to procure consultant services at any time to complete their federal aid projects?

Yes No

If yes, select the services which will need to be outsourced:

		COMMENTS, if necessary
Project Management		
Environmental:	X	
Design:	X	
PS&E (Including Bid Document)	X	
Right-of-Way		No ROW acquisition anticipated
Construction Engineering/Administration & Inspection	X	
Other, please specify		

Select, from the options below, that which best describes the locality's understanding and experience using federal professional consultant procurement processes.

- The locality has successfully procured professional services in compliance with federal aid requirements within the previous five years. List the most recent projects and services procured in an attachment.
- The locality has not procured professional services in compliance with federal aid requirements within the previous five years, but has staff available, who are familiar with those requirements and will oversee the procurement process. Describe the staff experience in an attachment.
- The locality has no experience procuring or training in the procurement of professional services in compliance with federal aid requirements.

Provide any additional information which may demonstrate the locality's ability to comply with applicable federal rules and regulations applicable to professional services procurement for federal aid projects.

See Attachment A showing projects with federal aid for which the City has recently procured consultant services.

Project Scheduling

Project Scheduling requirements are outlined in VDOT’s Locally Administered Projects Manual Sections 10.6 (Appendix A to the Project Administration Agreement) and 12.3.3 (Project Schedules). A defined project schedule which includes major milestones is critical to ensure federal funding is obligated and expended within expected time frames. Adherence to a baseline schedule is critical to ensure that all available federal funds are obligated within each federal fiscal year. The ability to develop and meet a project schedule is critical to a project’s success and is a key determination when agreeing to allow a locality to administer a federal aid project.

Does the locality have a written project scheduling process so that a project schedule can be sufficiently developed, maintained, and tracked in accordance with the LAP Manual?

- Yes
- No

Describe the project scheduling approach to be used by the locality, to include any software that will be employed. If the locality will rely on the design consultant to develop a project schedule, how will the locality engage with the consultant to ensure major milestones are met?

The City of Alexandria requires as part of any project scope of work for the consultant to provide and maintain a project schedule. The City also maintains an independent schedule using MS Project to ensure projects meet all established milestones. The City coordinates regularly with the VDOT Project Manager to ensure VDOT’s milestones are being met and that project budgets are adhered to throughout all project phases.

Construction Phase Work Orders

Localities must develop a process for managing work orders that are compliant with the processes outlined in the LAP Manual. The process must include an independent estimate of costs associated with the work order. This requirement is outlined in Chapter 13.3 of VDOT's Locally Administered Projects Manual.

Does the Locality have a documented work order process that meets the requirements outlined in VDOT's Locally Administered Projects Manual?

- Yes (include documentation)
 No, however a work order process that meets the requirement outlined in VDOT's Locally Administered Projects Manual will be developed and incorporated into the construction contract.
 No
 The locality will use VDOT's Construction Directive Memorandum Work Order process and will incorporate it into the construction contract.

Compliance / Audit Findings

Does the Locality have any outstanding findings, as the result of any VDOT, FHWA, or US DOT audit or compliance review, related to any state or federal aid transportation project?

- Yes
 No

If yes, please describe the finding or attach the official report and describe corrective actions pending.

Request to Administer Project Attachment A

Responsible Person Federal-Aid Project Experience (Steve Sindiong)

Project Name: Clermont Connector (Eisenhower West Transportation Study Phase 2)

Project Number/UPC: 52175

Description: This study was to analyze the transportation impacts associated with the concurrent Eisenhower West Small Area Plan and determine follow up NEPA impacts associated with the Clermont Connector Phase 2 project.

Project Amount: \$250,000

Phases Included: N/A - Study

Approximate Advertisement Date: 10/2014

Project Name: Community Wide Transit in Western Alexandria (DASH Comprehensive Operations Analysis)

Project Number/UPC: T1789

Description: The purpose of the COA was to develop and prioritize mid and long-range service recommendations to improve the quality, service and effectiveness of the DASH bus system.

Project Amount: \$279,962

Phases Included: N/A - Study

Approximate Advertisement Date: 7/2012

Project Name: Dedicated Transit Corridor Study

Project Number/UPC: 79794

Description: This study conducted a feasibility analysis for three transitway corridors within Alexandria, to determine the alignments, mode, costs, and implementation measures.

Project Amount: \$485,000

Phases Included: N/A - Study

Approximate Advertisement Date: 1/2009

Project Manager Federal-Aid Project Experience (Christine Mayeur)

Project Name: King, Callahan, and Russell Access to Transit Improvements

Project Number/UPC: VA-04-0033

Description: Intersection reconfiguration and enhancements to improve multimodal safety and access to regional transit stations

Project Amount: \$1,238,000

Phases Included: PE/ROW/CN

Approximate Advertisement Date: 10/2020

Funding Source: FTA

Project Name: Bicycle Sharing Initiative

Project Number/UPC: 100420

Description: Install new bikeshare stations in Alexandria.

Project Amount: \$1,652,000
Phases Included: PE/CN
Approximate Advertisement Date: 11/2020
Funding Source: RSTP/CMAQ

Project Name: Bike Parking at Transit
Project Number/UPC: 103560
Description: Install bike racks near transit stops.
Project Amount: \$505,000
Phases Included: PE/CN
Approximate Advertisement Date: 4/2020
Funding Source: RSTP/CMAQ

General Locality Federal-Aid Project Experience

Project Name: Holmes Run Bike Trail
Project Number/UPC: 79793
Description: Construct a pedestrian and bicycle bridge over Holmes Run to connect to Holmes Run Trail.
Project Amount: \$4,439,000
Phases Included: PE/CN
Approximate Advertisement Date: 9/2016
Funding Source: RSTP/CMAQ

Project Name: ITS Integration Phase II
Project Number/UPC: 103932
Description: Design and installation of the City's fiberoptic communications network.
Project Amount: \$2,789,000
Phases Included: CN
Approximate Advertisement Date: 2017
Funding Source: RSTP/CMAQ

Project Name: Four Mile Run Wetlands
Project Number/UPC: N/A
Description: Construct 2 acres of tidal wetlands along the south bank of Four Mile Run.
Project Amount (CN): \$1,578,000
Phases Included: PE/CN
Approximate Advertisement Date: 1/2015
Funding Source: EPA

Consultant Procurement Experience for Federal-Aid Projects

Project Name: Old Cameron Run Trail
Project Number/UPC: 109469
Description: Design and construct a shared-use path along Old Cameron Run.
Contract Amount: \$805,000

Services Procured: Engineering
Approximate Advertisement Date: 10/2018

Project Name: Transportation Master Plan
Project Number/UPC: 106964
Description: Develop Transportation Master Plan for the City of Alexandria.
Contract Amount: \$320,000
Services Procured: Planning
Approximate Advertisement Date: 11/2018

Project Name: Holmes Run Bike Trail
Project Number/UPC: 79793
Description: Construct a pedestrian and bicycle bridge over Holmes Run to connect to Holmes Run Trail.
Contract Amount: \$3,302,000
Services Procured: Construction
Approximate Advertisement Date: 9/2016

Construction Work Order Experience

See PDF of ITB attached

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
U000-118-286	113116	City of Lynchburg

THIS AGREEMENT, made and executed in triplicate this 6th day of November, 2019, by and between the City of Lynchburg, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in

writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

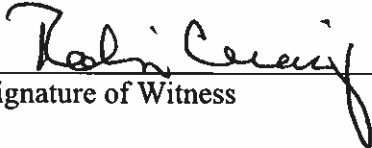
CITY OF LYNCHBURG, VIRGINIA:



Reil Woods

Typed or printed name of signatory

Deputy City Manager _____ Date 10/28/19
Title


_____ Date 10/29/19
Signature of Witness

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:


_____ Date 11/6/19
Chief of Police

Commonwealth of Virginia
Department of Transportation


_____ Date 11/16/2019
Signature of Witness

Attachments

Appendix A UPC 113116

Project Number: U000-118-286 UPC: 113116 CFDA # 20.205 Locality: City of Lynchburg

Project Location ZIP+4: 24503-3011	Locality DUNS # 10038073	Locality Address (incl ZIP+4): 900 Church Street Lynchburg, VA 24504-1620
Project Narrative		
Work Description:	#SMART20 RTE 221/501 - Intersection Improvement (Split Pair) to Relieve Congestion and Improve Safety	
From:	Breezewood Drive	
To:	Rte 501 (Desmond T. Doss Memorial Expressway)	
Locality Project Manager Contact Info:	Lee Newland P.E. / (434)455-3947	lee.newland@lynchburgva.gov
Department Project Coordinator Contact Info:	Gregg Allen / (434)856-8329	gregg.allen@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$3,163,066	\$11,168,290	\$24,106,681	\$38,438,037
Estimated VDOT Project Expenses	\$32,000	\$12,000	\$56,000	\$100,000
Estimated Total Project Costs	\$3,195,066	\$11,180,290	\$24,162,681	\$38,538,037

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$1,695,066	Revenue Sharing	50%	\$847,533	\$847,533	
	\$1,500,000	Local Funds	100%	\$1,500,000	\$0	
	Total PE	\$3,195,066			\$2,347,533	
Right of Way & Utilities	\$1,180,290	Revenue Sharing	50%	\$590,145	\$590,145	
	\$10,000,000	Local Funds	100%	\$10,000,000	\$0	
	Total RW	\$11,180,290			\$10,590,145	
Construction	\$1,847,528	Revenue Sharing	50%	\$923,764	\$923,764	
	\$5,613,638	Local Funds	100%	\$5,613,638	\$0	
	\$16,701,515	Smart Scale (HB2)	0%	\$0	\$16,701,515	
	Total CN	\$24,162,681			\$6,537,402	
Total Estimated Cost	\$38,538,037			\$19,475,080	\$19,062,957	\$18,962,957


Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$19,062,957
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$18,962,957


Project Financing					
Revenue Sharing State Funds	Revenue Sharing Local Funds	Local Funds	Smart Scale (HB2) DGP	Smart Scale (HB2) HPP	Aggregate Allocations
\$2,361,442	\$2,361,442	\$17,113,638	\$8,524,970	\$8,176,545	\$38,538,037

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Revenue Sharing Program Guidelines.
- The Project will be constructed and maintained in accordance with VDOT's Urban Manual.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 08/21/2020.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$19,062,957
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:
 - FY17 - \$722,884 (\$361,442 locality match and \$361,442 VDOT match)
 - FY18 - \$3,704,318 (\$1,852,159 locality match and \$1,852,159 VDOT match)
 - FY19 - \$132,204 (\$66,102 locality match and \$66,102 VDOT match)
 - FY20 - \$163,478 (\$81,739 locality match and \$81,739 VDOT match)
- This Project has Revenue Sharing Program allocations. Per §33.2-357 the Project must progress in order to prevent these funds from being de-allocated.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other Projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.
- This Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

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


 10/27/19
 Authorized Locality Official and Date
 Reshika
 Typed or printed name of person signing


 10/31/19
 Authorized VDOT Official and Date
 Jay S. Brown
 Typed or printed name of person signing

Lynchburg City Code

Sec. 2-96. Duties and powers of city manager .

The city manager shall be responsible for the administration of the business of the city. In addition to any other powers prescribed by law, the city charter or the city code, the manager shall have the following authority:

(a) Except as may be otherwise provided, the manager or his designee shall have the power to make and to execute all agreements, contracts and documents on behalf of the city.

(b) To establish the city's organizational structure by creating such city departments, divisions and administrative units as the manager determines are needed for the efficient operation of the city. Such departments, divisions and administrative units shall have the duties and functions assigned to them by the manager.

(c) The city manager or his designee shall have the authority to appoint, to supervise and to discipline or remove all heads or directors of departments and all subordinate officials and employees of the city as the council determines are necessary for the proper administration of the affairs of the city, except those in the legal departments, the office of the internal auditor, and the clerk and other attendants to the council.

(d) During the absence or incapacity of the city manager, the deputy city manager or other designee of the city manager, shall have the authority to carry out the duties and exercise the powers of the city manager. (Code 1959, § 2-29; Ord. of 4-13-76; Ord. No. O-08-148, 12-09-08)

A RESOLUTION BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA,
ENDORING THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) SMART SCALE PROGRAM
APPLICATIONS

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution of support be received from the local jurisdiction requesting the Virginia Department of Transportation (VDOT) establish and fund projects in the City of Lynchburg.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lynchburg does support and requests the Commonwealth Transportation Board to establish and fund, for the Smart Scale program application the projects including 501/221 Intersection Improvements, Langhorne/Rivermont Terrace Roundabout, CVCC Campus Drive/Wards Ferry Rd Roundabout, Bedford/Rivermont Ave. Intersection Improvement, Graves Mill Rd. Diverging Diamond Interchange Project titled "Resolution of support for Smart Scale project applications" for the June 26, 2018 City Council agenda.

BE IT FURTHER RESOLVED THAT: The City of Lynchburg hereby agrees to provide its share of the total cost for preliminary engineering, right-of-way and construction of these projects in accordance with the project financial documents.

BE IT FURTHER RESOLVED THAT: The City of Lynchburg hereby agrees to enter into project administration agreements with VDOT and provide the necessary oversight to ensure the projects are developed in accordance with all applicable federal, state and local requirements for design, right-of-way acquisition, and construction of the projects.

BE IT FURTHER RESOLVED THAT: The City of Lynchburg will be responsible for maintenance and operating costs of the facilities as constructed unless other arrangements have been made with VDOT.

BE IT FURTHER RESOLVED THAT: If the City of Lynchburg subsequently elects to cancel any of the projects, the City of Lynchburg hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The City of Lynchburg also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration or VDOT.

BE IT FURTHER RESOLVED THAT: The Council of the City of Lynchburg hereby grants authority for the City Manager to apply for funds and execute project administration agreements, as well as other documents necessary for approved projects.

Adopted: June 26, 2018

Certified: *Valerie P. Chambers*
Clerk of Council

069K

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: June 26, 2018

AGENDA ITEM #: 9

CONSENT:
ACTION: X

REGULAR: X
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Resolution of support for Smart Scale project applications

KEY ELEMENTS:

Economic Development Excellent Government Natural and Built Environment Safe Community Vibrant Community

RECOMMENDATION: Adopt resolution of support for the following five Smart Scale project applications.

SUMMARY: Staff is preparing to submit applications to VDOT for Smart Scale funding for the following projects. As part of the application process a resolution of support from the governing body of the entity making application is required. Attached is a resolution of support.

If the applications are successful the requested funding will be included in the VDOT Six Year Improvement Program (SYIP) for FY 2025:

1. 501/221 Intersection Improvements – approximately \$25 Million
2. Langhorne/Rivermont Terrace Roundabout – approximately \$3 Million
3. CVCC Campus Drive Wards Ferry Rd. Roundabout – approximately \$3 Million
4. Bedford Ave./Rivermont Ave. Intersection Improvement – approximately \$1 Million
5. Graves Mill Rd. Diverging Diamond Interchange project – approximately \$20 Million

Staff is present to discuss the above projects.

PRIOR ACTION(S):

501/221 project submitted in prior 2 rounds (HB2 and Smart Scale) as discussed at PDC and with resolutions of support from Region 2000.

FISCAL IMPACT:

Funding committed to 501/221 to date:

- \$1,500,000 in FY 18 for National Environmental Policy Act study
- \$2,000,000 budgeted for FY 19 and pending VDOT match of \$2,000,000 per current round of revenue sharing

CONTACT(S):

Don DeBerry, City Transportation Engineer – 455-3935

Lee Newland, City Engineer – 455-3947

Gaynelle Hart, Director Public Works – 455-4406

ATTACHMENT(S):

- Resolution of support
- Concepts for each project

REVIEWED BY: bms

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0460-128-439	115454	City of Roanoke

THIS AGREEMENT, made and executed in triplicate this 4th day of August, 2020, by and between the City of Roanoke, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the LOCALITY expends over \$750,000 annually in federal funding, such certification shall include a copy of

the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination; and as a sub-recipient of federal funds, adopt and operate under the DEPARTMENT's FHWA-approved Disadvantaged Business Enterprise (DBE) Program Plan in accordance with 49 CFR Part 26.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF ROANOKE, VIRGINIA:

Robert S. Cowell, Digitally signed by Robert S.
Jr. ~~Cowell, Jr.~~
Date: 2020.08.05 10:20:40 -04'00'

Typed or printed name of signatory

Date

Title

Wanda R. McGill Digitally signed by Wanda R.
McGill

Signature of Witness Date: 2020.08.05 10:28:44 -04'00'

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Attachments

Appendix A (UPC 115454)

Approved as to form:

Laura M Carini Digitally signed by Laura M Carini
DN: cn=Laura M Carini, o=City of Roanoke, ou,
email=laura.carini@roanokeva.gov, c=US
Date: 2020.08.04 12:33:59 -04'00'

Assistant City Attorney

Project Location ZIP +4: 24012-6451	Locality DUNS# 006704316	Locality Address (incl ZIP+4): 215 Church Ave. SW Roanoke, VA 24011
Project Narrative		
Work Description:	#SMART20 - Orange Ave (US 460) Improvements, , 1) extend WB turn lane at Orange Ave & King St to reduce congestion from left-turns spilling back into adjacent thru movement. 2) implement safety countermeasures aimed at crash trends at & between King & Blue Hills/Mexico Way intersections. 3) improve bike/ped & transit facilities along corridor	
From:	King Street	
To:	Blue Hills/Mexico Way	
Locality Project Manager Contact info:	Mark Jamison , 540-853-5471 , mark.jamison@roanokeva.gov	
Department Project Coordinator Contact Info:	Cheryl Becker , 540-853-5471	Cheryl.Becker@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$290,006	\$0	\$2,508,698	\$2,798,704
Estimated VDOT Project Expenses	\$7,500	\$0	\$12,500	\$20,000
Estimated Total Project Costs	\$297,506	\$0	\$2,521,198	\$2,818,704

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Fund Source (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$297,506	Smart Scale (HB2)	0%	\$0	\$297,506	
Total PE	\$297,506			\$0	\$297,506	\$290,006
Right of Way & Utilities						
Total RW						\$0
Construction	\$2,521,198	Smart Scale (HB2)	0%	\$0	\$2,521,198	
Total CN	\$2,521,198			\$0	\$2,521,198	\$2,508,698
Total Estimated Cost	\$2,818,704			\$0	\$2,818,704	\$2,798,704

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$2,818,704
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$2,798,704

Project Financing						
Smart Scale (HB2)						Aggregate Allocations
\$2,818,704						\$2,818,704

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual. In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 08/04/2021. This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$2,818,704 Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program. All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT. Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guide for Implementation of the SMART SCALE Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums. This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other Projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or Metropolitan Planning Organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project. This Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the CTB Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the CTB Policy and Guidelines for Implementation of a Project Prioritization Process and the SMART SCALE Reevaluation Guide, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

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

Robert S. Cowell, Jr. Digitally signed by Robert S. Cowell, Jr.
 Date: 2020.08.05 10:12:36 -04'00'

Jay Guy Digitally signed by Jay Guy
 Date: 2020.08.11 17:06:42 -04'00'

Authorized Locality Official Date

Authorized VDOT Official Date

Typed or printed name of person signing

Jay Guy, Salem Distict Program Manager
Typed or printed name of person signing

Revised: 2020

Approved as to form:

Laura M Carini
Digitally signed by Laura M Carini
DN: cn=Laura M Carini, o=City of Roanoke, ou,
email=laura.carini@roanokeva.gov, c=US
Date: 2020.08.04 12:35:48 -04'00'

Assistant City Attorney



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA
The 3rd day of August, 2020.

No. 41825-080320.

A RESOLUTION accepting the Virginia Department of Transportation's (VDOT) award to the City in the total amount of \$2,818,704 for the Smart Scale funds for the Orange Avenue Improvement Project from King Street to Blue Hills Drive/Mexico Way; authorizing the City Manager to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A for the Orange Avenue Improvement Project; and authorizing the City Manager to take certain other actions in connection with the above matters and project.

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

1. The City of Roanoke hereby accepts the VDOT award in the total amount of \$2,818,704 for the Smart Scale funds for the Orange Avenue Improvement Project from King Street to Blue Hills Drive/Mexico Way, with no required local match from the City, which project will provide enhanced pedestrian accommodations at the intersection of Orange Avenue and King Street by adding pedestrian signals, crosswalks, and a refuge island, all as more fully set forth in the City Council Agenda Report dated August 3, 2020.

2. The City Manager is hereby authorized to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A (Agreement), substantially similar to the one attached to the above-mentioned City Council Agenda Report, and as further described and set forth in such City Council Agenda Report. Such Agreement shall be approved as to form by the City Attorney.

3. The City Manager, or his designee, is hereby authorized to execute agreements, and any modifications to such agreements, with VDOT as needed to advance transportation projects.

4. The City of Roanoke does hereby commit to fund its local share of preliminary engineering, right of way, and construction (as applicable) of the project under agreement with VDOT in accordance with the project agreement's financial documents.

5. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the total amount of \$2,818,704 from VDOT, for the above mentioned project, with any such documents to be approved as to form by the City Attorney.

ATTEST:

Cecilia J. McCoy
City Clerk.



Guy, Jay <james.guy@vdot.virginia.gov>

Fw: CM digital signed: Re: Fw: VDOT Agreement - UPC115454 (Orange Ave - SmartSCALE)

5 messages

From: Luke Pugh**To: James.Guy@vdot.virginia.gov**

Wed, Aug 5, 2020 at 12:47 PM

fyi

Luke Pugh, P.E.
City Engineer
City of Roanoke - Engineering Division

----- Forwarded by Luke Pugh/Employees/City_of_Roanoke on 08/05/2020 12:47 PM -----

From: Wanda McGill/Employees/City_of_Roanoke
To: Luke Pugh/Employees/City_of_Roanoke@City_of_Roanoke
Cc: Laura M Carini/Employees/City_of_Roanoke@City_of_Roanoke
Date: 08/05/2020 10:43 AM

Subject: CM digital signed: Re: Fw: VDOT Agreement - UPC115454 (Orange Ave - SmartSCALE)

(Embedded image moved to file: pic14604.gif)hi Luke: see the attachments, please feel free to contact me if you have any questions or concerns, thanks!

***NOTE: the 3rd document has both digital signature of the CM and "witness" signature (which if witness signature not needed you can just delete this 3rd document! document!)**

"Be safe - Stay well"

Have a WONDERFUL Day!
Wanda R. McGill
Administrative Assistant to the City Manager
City of Roanoke

From: Luke Pugh/Employees/City_of_Roanoke
To: Wanda McGill/Employees/City_of_Roanoke@City_of_Roanoke
Date: 08/05/2020 08:37 AM
Subject: Fw: VDOT Agreement - UPC115454 (Orange Ave - SmartSCALE)

Wanda - Can you have Bob Cowell electronically sign these two documents.
Thanks.

Luke Pugh, P.E.
City Engineer
City of Roanoke - Engineering Division

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0161-127-071	115253	City of Richmond

THIS AGREEMENT, made and executed in triplicate this 30th day of January, 2020, by and between the City of Richmond, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing,

receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

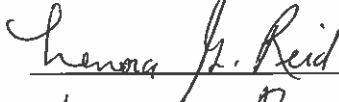
THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

The remainder of this page is BLANK


IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF RICHMOND, VIRGINIA:



LENORA G. REID
Typed or printed name of signatory

Acting Chief Administrative Officer
Title

APPROVED AS TO FORM


Assistant City Attorney

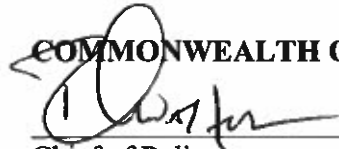
1/21/2020
Date


Signature of Witness

1/21/2020
Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:



Chief of Policy
Commonwealth of Virginia
Department of Transportation

1/30/20
Date


Signature of Witness

1/30/2020
Date

Attachment
Appendix A (UPC 115253)

Appendix A

Date: 1/9/2020

Project Number: 0161-127-071 **UPC:** 115253 **CFDA #** N/A **Locality:** City of Richmond

Project Location ZIP+4: 23225-3137	Locality DUNS # 003133840	Locality Address (incl ZIP+4): 900 East Broad Street Richmond, VA 23219-1907
-------------------------------------------	----------------------------------	-------------------------------------------------------------------------------------------

Project Narrative

Work Description:	Westover Hills Blvd (N) - Resurfacing - Perform a 2" Mill and Overlay on Westover Hills Blvd and perform ADA ramp upgrades between Brandon St and Dunston Ave		
From:	Dunston Ave		
To:	Brandon Rd		
Locality Project Manager Contact info:	Kenneth Horak 804-646-4781	Kenneth.horak@richmondgov.com	
Department Project Coordinator Contact Info:	Olena Fecek 804-524-6368	Olena.Fecek@vdot.virginia.gov	

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$218,127	\$218,127
Estimated VDOT Project Expenses	\$0	\$0	\$13,923	\$13,923
Estimated Total Project Costs	\$0	\$0	\$232,050	\$232,050

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering						
Total PE						\$0
Right of Way & Utilities						
Total RW						\$0
Construction	\$232,050	CTB Formula	0%	\$0	\$232,050	
Total CN	\$232,050			\$0	\$232,050	\$218,127
Total Estimated Cost	\$232,050			\$0	\$232,050	\$218,127

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$232,050
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$218,127

Project Financing

	Aggregate Allocations
CTB Formula	
\$232,050	\$232,050

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$232,050.
- This Project shall meet all applicable ADA requirements.
- This Project must be advertised within six months of award funding or be subject to deallocation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

Kenneth D. Horak 1-21-2020
 Authorized Locality Official and Date

[Signature] 1/23/2020
 Authorized VDOT Official and Date

KENNETH D. HORAK
 Typed or printed name of person signing

Olena Fecek
 Typed or printed name of person signing

INTRODUCED: October 14, 2019

AN ORDINANCE No. 2019-281

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the resurfacing of Chippenham Parkway from its intersection with Archdale Road to its intersection with the Forest Hill Avenue exit ramp.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: NOV 12 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the resurfacing of Chippenham Parkway from its intersection with Archdale Road to its intersection with the Forest Hill Avenue exit ramp. The Standard Project Administration Agreement shall be

AYES: 9 NOES: 0 ABSTAIN: _____

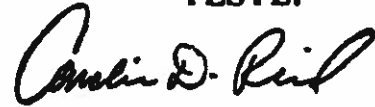
ADOPTED: NOV 12 2019 REJECTED: _____ STRICKEN: _____

approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Amelia D. Reed". The signature is written in a cursive style with a large initial 'A'.

City Clerk

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

LOUDOUN COUNTY
PROJECT NUMBER 0607-053-141 UPC 107953

THIS AGREEMENT, made and executed in triplicate on this the 29th day of March, 2017, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF LOUDOUN, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
 4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
 5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.


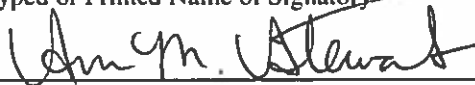
THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

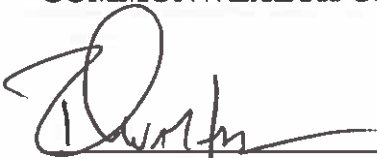

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF LOUDOUN, VIRGINIA:

 _____	<u>3-9-17</u> _____
	Date
<u>Tim Hemstreet</u> _____	<u>3-9-17</u> _____
Typed or Printed Name of Signatory	Date
 _____	<u>3-9-17</u> _____
Signature of Witness	Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

 _____	<u>3/29/17</u> _____
Chief of Policy Commonwealth of Virginia Department of Transportation	Date
 _____	<u>3/29/2017</u> _____
Signature of Witness	Date

Project Number: 0607-053-141 UPC: 107953 CFDA# 20 205 Locality: Loudoun County

Project Location ZIP+4: 20166-2040	Locality DUNS# 831900704	Locality Address (incl ZIP+4): 1 Harrison Street, SE P.O. Box 7000, Leesburg, VA 20177-7000
Project Narrative		
Scope: Complete the at-grade intersection of Loudoun County Parkway at Route 606 / 842 Old Ox Road / Arcola Boulevard with partial opening of Loudoun County Parkway to points north as needed. This project is a component of UPC 97529, Project 0606-053-983.		
From:	0.25 mi. south, Rte 842 Arcola Road	
To:	0.15 mi. north, Rte 842 Arcola Road	
Locality Project Manager Contact Info: :	Joe Kroboth, Loudoun County, 703-771-5107, joe.kroboth@loudoun.gov	
Department Project Coordinator Contact Info:	James Zeller, 703-259-3220, james.zeller@vdot.virginia.gov	

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$383,333
Right of Way & Utilities	\$0
Construction	\$11,086,667
Total Estimated Cost	\$11,470,000
Estimate for Current Billing	\$11,470,000

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$383,333	Local Funds	100.00%	\$383,333
				\$0
				\$0
Total PE	\$383,333			\$383,333
Construction	\$11,086,667	Local Funds	100.00%	\$11,086,667
				\$0
				\$0
Total CN	\$11,086,667			\$11,086,667
Total Estimated Cost	\$11,470,000			\$11,470,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$11,470,000
------------------------------------------------------------------	---------------------

Project Financing					
Local Funds					Aggregate Allocations
\$11,470,000	\$0	\$0	\$0	\$0	\$11,470,000

Payment Schedule			
FY 2016	FY 20__	FY 20__	FY 20__
\$11,470,000			

Program and project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for any additional funding.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, scoping was completed on 11/13/2013 under the parent UPC 97529.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution.
- VDOT has billed \$0.00 (dollar amount) the locality for this project as of _____ (date)
- VDOT has received \$0.00 (dollar amount) from the locality for this project as of _____ (date)
- The locality shall make payment to VDOT as follows: \$11,470,000 within 30 days of execution of the agreement.

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

[Signature] 3/3/17
Authorized Locality Official and Date

[Signature] 3/10/17
Authorized VDOT Official and Date

Tim Hemstreet
Typed or printed name of person signing

James C. Zeller
Typed or printed name of person signing

Appendix B


Project Number: (UPC 107953)

Locality: Loudoun County

Project Scope	
Work Description:	Route 607 Loudoun County Parkway Intersection at Old Ox Road / Arcola Boulevard
From:	0.25 mi. south, Route 842 Arcola Road
To:	0.15 mi. north, Route 842 Arcola Road
Locality Project Manager Contact Info: Joe Kroboth, Loudoun County, joe.kroboth@loudoun.gov , 703-771-5107 Department Project Coordinator Contact Info: James Zeller, james.zeller@vdot.virginia.gov , 703-259-3220	

Detailed Scope of Services
<p>Complete the construction of the planned at-grade intersection of Loudoun County Parkway at Route 606 / 842 Old Ox Road / Arcola Boulevard with an accelerated partial opening of Loudoun County Parkway to points north as needed. The intersection was removed from the scope of the Design-Build contract to reconstruct and widen Route 606 Old Ox Road from Route 621 Evergreen Mills Road to Route 267 Dulles Greenway (UPC 97529) to meet that project's budget. Loudoun County has secured funding from NVT A to restore the intersection to the scope of the UPC 97529 Design-Build contract.</p> <p>A separate UPC for this intersection work is necessary because the NVT A funds can only be used for improvements to Route 607 Loudoun County Parkway between Route 50 John Mosby Highway and Route 774 Creighton Road. Route 606 and Route 607 share the same roadway between Route 50 and Route 842.</p> <p>Initial PE was accomplished under UPC 97529. These PE charges will be transferred to UPC 107953 and any remaining PE will be charged to UPC 107953. The work will be delivered as a Work Order to the Design-Build contract for UPC 97529.</p>

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



 Authorized Locality Official and date
 Tim Hemstreet

 Typed or printed name of person signing



 Residency Administrator/PE Manager/District Construction Engineer
 Recommendation and date

James C. Zeller, PE
 Project Development Engineer, Loudoun County

URBAN PROJECT CONSTRUCTION AGREEMENT

Project Number	UPC	Project/Street name	Local Government
0036-123-297	111735	Fleet Street	City of Petersburg

THIS AGREEMENT, made and executed in triplicate as of this 12th day of December, 20 19, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF PETERSBURG, hereinafter referred to as the "MUNICIPALITY".

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for #SGR - Fleet St/Appomattox River Canal, Project #0036-123-297; UPC #111735, hereinafter referred to as the "Project"; and

WHEREAS, the MUNICIPALITY has requested that the DEPARTMENT design and construct this project, and the DEPARTMENT has agreed to perform such work; and

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

A. The DEPARTMENT shall:

1. Complete the project as identified in this agreement, advancing such work diligently based upon the schedule identified in Appendix A.
2. Perform or have performed for, all preliminary engineering ("PE"), right-of-way acquisition ("Right of Way"), construction, contract administration, and inspection services activities for the project as required.
3. Provide the MUNICIPALITY a payment schedule for the municipality's share of estimated project costs for PE and Right of Way and for Construction, in accordance with the tabulation provided in Appendix A, and as follows:
 - a) For the estimated MUNICIPALITY share, the estimated costs and payment schedule for PE and Right of Way will be determined after project scoping
 - b) For the estimated MUNICIPALITY share of construction costs, prior to the award of the construction contract, Appendix A will be modified to reflect estimated construction costs

4. Remit invoices to the MUNICIPALITY for sums owed by MUNICIPALITY in accord with the amounts and schedule set forth in Appendix A.
5. Upon completion of the project, reconcile MUNICIPALITY payments (based on MUNICIPALITY's estimated share of costs) against actual project costs allocable to the MUNICIPALITY, and reimburse MUNICIPALITY for any overpayments by the MUNICIPALITY or remit an invoice to MUNICIPALITY for any underpayment/amount still owed by the MUNICIPALITY.

B. The MUNICIPALITY shall:

1. Remit payments to the DEPARTMENT, in accordance with the amounts and schedule provided in Appendix A, within 30 days of receipt of an invoice issued by the DEPARTMENT .
2. After project completion, operate and maintain the Project, or cause it to be operated and maintained, in accord with applicable DEPARTMENT guidance and standards and in a manner satisfactory to the DEPARTMENT or its authorized representatives and make ample provision each year for such operation and maintenance.
3. After completion of the Project or any part thereof, not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.
4. Erect informational, regulatory and warning signs, curb and pavement or other markings and traffic signals in conformance with the standards shown in the current edition of the Manual on Uniform Traffic Control Devices unless otherwise directed or approved by the DEPARTMENT, in writing.
5. Not permit additional access points other than those access points designated on the Project plans, without prior written approval of the DEPARTMENT. MUNICIPALITY understands and agrees that Right of Way for the Project was acquired, in contemplation of rights of access being restricted to points designated on the Project plans.

C. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement, which are set forth as estimates in Appendix A, or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its

costs exceed the allocated amount, however the DEPARTMENT and the MUNICIPALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

- D. Should the project be cancelled due to action or inaction by the MUNICIPALITY, the MUNICIPALITY shall be responsible for reimbursement of all funds in accordance with Section 33.2-214 of the Code. The MUNICIPALITY will also be responsible for any costs associated with claims and liabilities due to the early termination of any construction contract(s) or improvement(s) issued pursuant to this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESSETH WHEREOF, the parties sign and cause this AGREEMENT to be executed by their duly authorized officers.

CITY OF PETERSBURG, VIRGINIA:



Aretha R. Ferrell-Benavides
Typed or printed name of signatory

City Manager Title 10/30/2019 Date

Jangeli Cruz Signature of Witness 10/30/2019 Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:



Chief of Policy
Commonwealth of Virginia
Department of Transportation

12/12/19 Date

Brenda Couch Signature of Witness 12/12/2019 Date

Attachment
Appendix A (UPC 111735)

Project Number: 0036-123-297

UPC: 111735

CFDA# N/A

Locality: City of Petersburg

Project Location ZIP+4: 23803-3037	Locality DUNS #066004375	Locality Address (incl ZIP+4): 135 Union Street Petersburg, VA 23803-3267
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Project Narrative

Work Description: #SGR - Fleet SI/Appomattox River Canal - Replace structure due to superstructure deficiencies and future load capacity restrictions due to substructure deficiencies.

From: 0.09 MILES NORTH OF GROVE AVE

To: 0.02 MILES SOUTH OF CHESTERFIELD AVE

Locality Project Manager Contact info: Bill Riggleman (804) 733-2353 bill@petersburg-va.org

Department Project Coordinator Contact Info: Anthony Haverly (804) 937-2781 Anthony.Haverly@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$565,000
Right of Way & Utilities	\$500,000
Construction	\$960,000
Total Estimated Cost	\$2,025,000

Project Cost and Reimbursement

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$104,557	Formula - Primary		\$0
	\$460,443	SGR	0%	\$0
				\$0
Total PE	\$565,000			\$0
Right of Way & Utilities	\$500,000	SGR	0%	\$0
				\$0
				\$0
Total RW	\$500,000			\$0
Construction	\$960,000	SGR	0%	\$0
				\$0
				\$0
Total CN	\$960,000			\$0
Total Estimated Cost	\$2,025,000			\$0

Total Maximum Reimbursement / Payment by Locality to VDOT

Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)

\$0

Project Financing

Formula - Primary	SGR	Aggregate Allocations	
\$104,557	\$1,920,443		\$2,025,000

Program and Project Specific Funding Requirements

The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

Financial Billing

- The LOCALITY will be billed the LOCALITY share above at completion of scoping for the PE estimate amount. The billing will be adjusted to include the RW estimate amount at Right-of-Way authorization, and the Construction estimate amount beginning at the award date.
- The Project will be constructed and maintained in accordance with VDOT's Urban Manual.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$2,025,000.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board (CTB) Policy and Guidelines for Implementation of the State of Good Repair Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.
- This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the Commonwealth Transportation Board State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

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

Areltha R. Farrell Benavides 10/30/2019
 Authorized Locality Official and Date
 Areltha R. Farrell Benavides
 Typed or printed name of person signing

Scott Chapman 11/22/19
 Authorized VDOT Official and Date
 SCOTT CHAPMAN
 Typed or printed name of person signing

**A RESOLUTION AFFIRMING COMMITMENT TO FUND THE
LOCALITY SHARE OF PROJECTS UNDER AGREEMENT WITH THE
VIRGINIA DEPARTMENT OF TRANSPORTATION AND PROVIDE
SIGNATURE AUTHORITY**

WHEREAS, the City of Petersburg is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and


WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Petersburg hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED, that the City Manager and/or his designees is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

In witness whereof, the forgoing was adopted by City Council of Petersburg, Virginia on July 17, 2018.

(locality seal)


Clerk of Council

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA, HELD AT THE ROANOKE COUNTY ADMINISTRATION CENTER ON TUESDAY, MARCH 10, 2020

RESOLUTION 031020-4 AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE AGREEMENTS WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) AND ACKNOWLEDGMENTS OF LOCAL FUNDING COMMITMENT AS REQUIRED IN VDOT FUNDING AGREEMENTS

WHEREAS, the County of Roanoke desires to have and maintain a safe and efficient road system; and

WHEREAS, from time to time the County of Roanoke and the Virginia Department of Transportation (VDOT) work together to enhance the transportation system; and

WHEREAS, certain agreements between the County of Roanoke and VDOT must be executed for this cooperative work to be accomplished.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Roanoke County, Virginia, as follows:

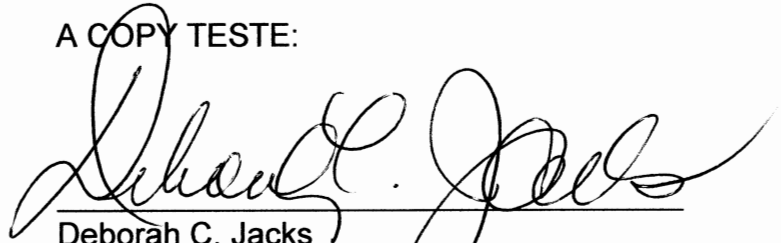
1. That the County Administrator, or his designee, is authorized to execute agreements, and any modifications to such agreements, with VDOT as needed to advance transportation projects; and
2. That the local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation is hereby committed to be funded in accordance with the project agreement(s) financial documents, subject to appropriation; and
3. That this resolution shall be effective upon its adoption.

On motion of Supervisor North to adopt the resolution, seconded by Supervisor Hooker and carried by the following recorded vote:

AYES: Supervisors Mahoney, Hooker, North, Peters, Radford

NAYS: None

A COPY TESTE:



Deborah C. Jacks
Chief Deputy Clerk to the Board of Supervisors

cc: Richard L. Caywood, Assistant County Administrator
Megan Cronise, Transportation Planning Administrator

Delegation of Signature Authority



- C
(0)77 7-
Chesterfield County, Virginia

Joseph P. Casey, Ph.D., County Administrator
9901 Lori Road - P.O. Box 40 Chesterfield, VA 23832-0040
Phone: (804) 748 1211 - Fax: 8 4 1 -629 Internet: chesterfield.gov

BOARD OF SUPERVISORS

STEPHEN A. ELSWICK, CHAIRMAN
Matosa District

DOROTHY JAECKLE, VICE CHAIRMAN
Bermuda District

CHRISTOPHER M. WINSLOW
Clover Hill District

JAMES M. "Jim" HOLLAND
Dale District

LESLIE A. T. HALEY
Midlothian District

October 20, 2016

RE: Signature Authorization

To Whom it May Concern:

By this memorandum I am granting signature authority delegation to the following people to sign on my behalf in my absence:

Deputy County Administrator, Community Development
Deputy County Administrator, Human Services
Deputy County Administrator, Finance and Administration
Deputy County Administrator, Management Services

If you have any questions, please feel free to contact me.

Sincerely,

Joseph P. Casey, Ph.D.
County Administrator

Cc: Deputy County Administrator, Community Development
Deputy County Administrator, Finance and Administration
Deputy County Administrator, Human Services
Deputy County Administrator, Management Services
Patsy Brown, Director of Accounting
Mike Bacile, Director of Purchasing

Scoping Report

Date: 8/3/18		Project Manager: Samba Secka	
UPC 111711	District Hampton Roads	Residency Norfolk	City/County Virginia Beach
Route 0058	State Project Number 0058-134-862,P101, R201		Street Name Laskin Road
FHWA 534# 43103	Federal Number NHPP-5A03(873)		Road System Urban
Termini From: Republic Road To: Freemac Drive			
Project Length: 1 mile			
Project Category M, I-V: IV (Refer to Category Definitions on PMO Website)			
Project Purpose and Need: Construction of an 8-lane divided highway along Laskin Road from Republic Road to Freemac Drive and construction of a 6-lane divided highway on First Colonial Road from Laurel Lane to I-264.			
<p>Project Narrative: This project will widen Laskin Road and First Colonial Road to 8-Lanes and 6-Lanes, respectively. The project limits on Laskin Road is from Republic to Linbay and on First Colonial from I-264 to Republic Rd. / Laurel Drive. Existing feeder roads on Laskin Road will be removed with this project.</p> <p>This project is being advance with Legacy Project UPC 12546. Common Sense engineering was utilized by using plans from the original corridor project as base for the SmartScale design reducing the amount of design effort needed to advance the project. The project termini above is based on information in the SmartScale application and the eastern terminus of the project will extend to Linbay Drive where the bridge project (UPC 12546) attains full typical section width. Public hearing on this project was held on December 14, 2017.</p>			

Relevant Cost and Schedule Risks:	
<input type="checkbox"/> Technical <input type="checkbox"/> Structures & Geotech <input type="checkbox"/> Stormwater <input checked="" type="checkbox"/> Design and access issues <input checked="" type="checkbox"/> Construction & MoT <input checked="" type="checkbox"/> RW acquisition <input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Environmental <input type="checkbox"/> Permits <input checked="" type="checkbox"/> Political & delayed decisions <input checked="" type="checkbox"/> Stakeholder issues <input checked="" type="checkbox"/> Multiple contracts <input type="checkbox"/> Fiber optics
Delivery	
<input checked="" type="checkbox"/> Design-Bid-Build <input type="checkbox"/> Design-Build <input type="checkbox"/> PPTA <input type="checkbox"/> State Forces <input type="checkbox"/> Other	
Project Risks – Available in IPM	



Scoping Report

Public Involvement			
<input type="checkbox"/> Willingness	<input type="checkbox"/> Location Public Hearing	<input checked="" type="checkbox"/> Design Public Hearing	<input type="checkbox"/>
Combined Location and Design Public Hearing			
<input type="checkbox"/> Exception from the Public Hearing Process (refer to <i>Public Involvement Manual</i>)			

Estimate and Funding				
Fund(s) & Type	PE	RW	CN	
	P	P	P	
SYP Year <u>2019</u> Estimate	PE \$ 1,600,000	RW \$ 762,500	CN \$ 26,637,700	Total \$ 29,000,200
PCES Recommended Estimate	PE \$ 1,170,000	RW \$ 2,640,000	CN \$ 41,780,000	Total \$ 45,590,000

Schedule	
Authorize Preliminary Engineering:	11/21/17
Environmental Review Process (completed):	6/26/92
Scoping Team Meeting Held:	N/A
Public Hearing Team Meeting (planned):	11/30/17
Field Inspection Team Meeting (planned):	N/A
Pre-Advertisement Conference Team Meeting (planned):	10/11/18
Advertisement (planned):	01/2019
Construction Complete (planned):	12/2022

Has Common Sense Engineering (IIM-LD-255) been reviewed and implemented on this project? YES NO

Explanation of use/non-use:

Proposed Project Elements – Scoping Worksheets Completed
 Scoping Worksheets for each functional area's scope of work are uploaded to iPM Documents

<input checked="" type="checkbox"/> Construction	<input checked="" type="checkbox"/> Bicycle & Pedestrian Accommodations (<i>This Worksheet shall be completed on ALL Tier 1 and Tier 2 Projects</i>)
<input type="checkbox"/> Community Impacts	<input checked="" type="checkbox"/> Materials
<input checked="" type="checkbox"/> Environmental	<input checked="" type="checkbox"/> Planning and Investment
<input checked="" type="checkbox"/> L & D - Hydraulics	<input checked="" type="checkbox"/> Right of Way
<input checked="" type="checkbox"/> L & D – Landscape Architecture	<input checked="" type="checkbox"/> Structure and Bridge
<input checked="" type="checkbox"/> L & D – Roadway Design	<input checked="" type="checkbox"/> Traffic Engineering
<input checked="" type="checkbox"/> L & D - Survey	<input checked="" type="checkbox"/> Utilities
<input checked="" type="checkbox"/> L & D - Traffic Design	

Risk-Based Oversight

Tier 1 – All maintenance schedules, SAAPs and NFO < \$10M Construction Cost

Tier 2 – All FO, all NFO > \$10M, and all projects designated as Design Build at the Scoping stage

SMART SCALE – I certify that no changes have been made that will impact the project benefit or confirm that changes did occur and the project was re-evaluated and rescored if necessary.


Virginia Department of Transportation
Scoping Report

Scope Recommendation

Amber Acosta Date: *8/3/18*
Project Manager

Scope Approval

The following signatures constitute Scope approval for those projects that the Project Manager concludes no further studies are required to determine Scope.

[Signature] Date: *7/3/18*
District Project Development Engineer

Rebecca Wornum Date: *8/3/18*

State Location and Design Engineer (or Designee) or
State Structure and Bridge Engineer (or Designee)

Note: Central Office approval only required on Tier 2 Oversight projects.

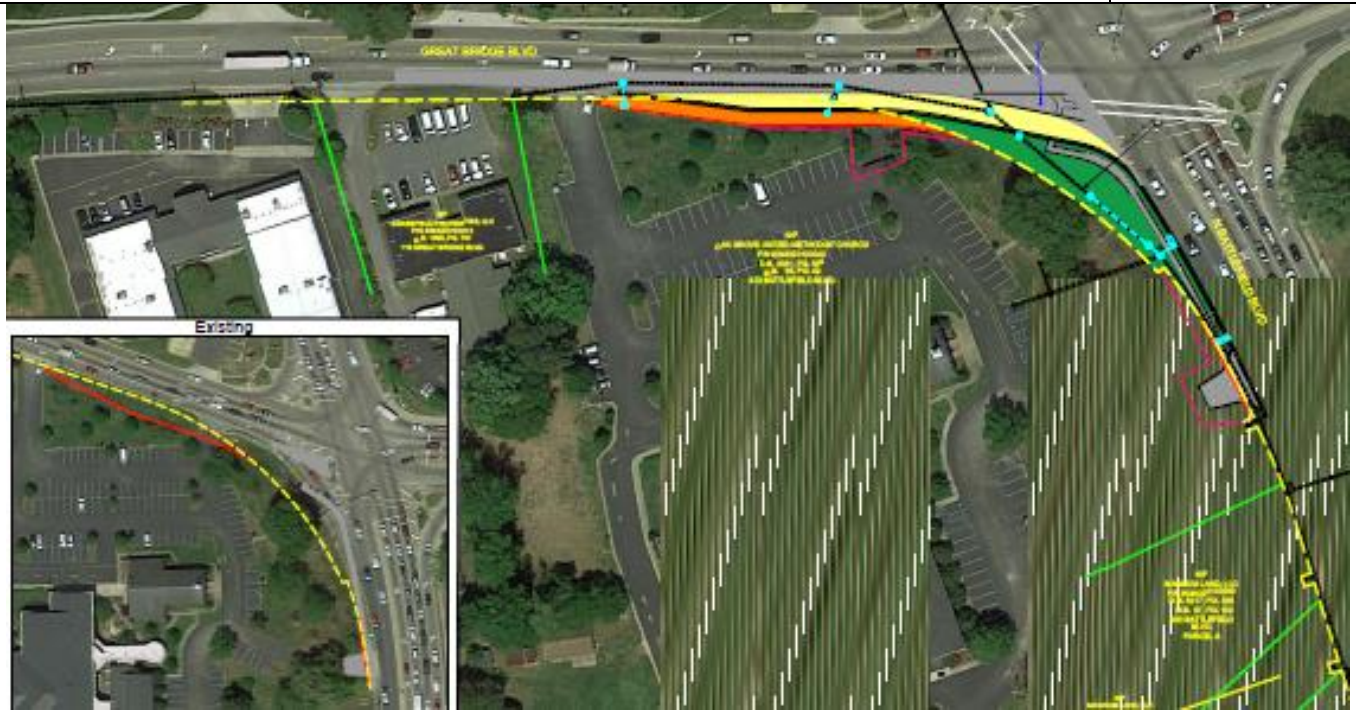
Comments: _____

Please return the approved scoping report to the Project Manager.

The Project Manager will upload the approved Scoping Report to iPM Documents and enter the actual end date for task 22 – Scope Project into the schedule upon scoping approval.

Electronic Attachments (saved in iPM): Scoping Worksheets, Previous Scoping Reports

CITY OF CHESAPEAKE
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: Great Bridge Blvd Rt Turn Ln		CIB # 54-230 AC # 18-09-54230	
			
FROM	Great Bridge Blvd East		
TO	Battlefield Blvd South		
Purpose and Need: This project calls for an additional through lane on Great Bridge Blvd eastbound and widening the right turn southbound receiving lane on Battlefield Blvd. This will help address congestion at the Battlefield/Great Bridge Blvd intersection and improve safety for vehicles making a right turn onto Battlefield Blvd from SB Great Bridge Blvd.			
Source of Funding	City Act. 300-94000-1300-1542300300	Budget: \$1,210,000	
Estimated Cost	Engineering	\$283,000	Total Estimate: 1,173,500
	R/W	124,000	
	Construction	658,000	
	Utilities	108,500	
	Other		
Type of Facility	Intersection Improvement (For Additional Traffic Data below, see McPherson Traffic Study, September 2016)		
Traffic Data:	Design Speed: 40 mph	Functional Class: <u>N/A</u>	

Existing Traffic:	ADT: <u>N/A</u>	Year: <u>N/A</u>	% Trucks <u>N/A</u>
Design Year Traffic:	ADT: <u>N/A</u>	Year: <u>N/A</u>	DHV <u>N/A</u>
Project Length:	1,465'		
Geometric Design:	No. of Lanes: <u>N/A</u>	Width: <u>N/A</u>	
	Median Type: <u>N/A</u>	Curb & Gutter	Location: <u>N/A</u>
	Sidewalk: <u>N/A</u>	Width: <u>N/A</u>	Location: <u>N/A</u>
	Bicycle Lanes: <u>Yes/ No</u>	Width: <u>N/A</u>	Location: <u>N/A</u>
	Number of Bridges: <u>N/A</u> Sufficiency Rating of Existing Bridge(s): <u>N/A</u>		
Drainage Data:	Drainage Study: No		Master Drainage Study: Yes(Oak Grove)
	Design Year Criteria: 10 yr		Adequate Outfall: Yes
R/W and Easement Data:	R/W Width: Varies		Easement Width: Varies
	Purchase Donation		Number of Parcels: 1
	Homes to be Taken: 0		Businesses to be Taken: 0
	Is Railroad Involved: No		Railroad Crossing: No
Utility Relocation Data:	Conflict: Yes – overhead power		New Easements: Yes
Electrical	Yes		Yes
Gas	No		No
Phone	Yes		Yes
Cable	Yes		Yes
HRSD	No		No
Traffic Cables	Yes		TBD
Public Utilities	TBD		TBD

Environmental Review: LERP: <u>N/A</u> (Highway trans. Projects Over \$2 Million), COE <u>N</u> , DEQ <u>N</u> , DCR-DNH <u>N</u> , SHPO <u>Y</u> , VMRC: <u>N</u> , CBPA <u>N</u> , Threatened & Endangered Species: <u>N</u> NEPA <u>N/A</u> (EA, CE, PCE)		Permits Required: JPA <u>N</u> , Individual permit <u>N</u> USCG Permit <u>N</u> , Nationwide Permit <u>N</u> , DEQ VWP General Permit <u>N</u> , SPGP, <u>N</u> NPR <u>Y</u> DEQ VPDES CGP & SWPPP <u>Y</u> , Phase I ESA <u>Y</u>	
Public Involvement: Virtual Citizen Information Meeting		City Web Spotlight: <u>Yes/No</u>	
Public Information Meeting : Yes		Public Hearing: <u>Yes/No</u>	Post Willingness: <u>Yes/No</u>
Proposed Schedule			
Task Name	Duration	Start	Finish
Project Scoping			
Initial Survey and Topo		Sept 2018	Nov 2018
Drafting, 30% design			Feb 2020
30% review and meeting			Apr 2020
Drafting, 60% design			Oct 2020

60% review and meeting			Nov 2020
Environmental Permitting			Apr 2021
Public info. Meeting (Virtual)		Aug 27, 2020	
ROW Acquisition			Apr 2021
Drafting, 100% design			Feb 2021
100% review and meeting			Mar 2021
Prepare contract documents			Apr 2021
Advertise project			Jun 2021
Prebid conference			July 2021
Receive bids			Aug 2021
Award, contract execution			Sept 2021
Route for CM signature			Oct 2021
Pre-construction conference			Nov 2021
Notice to Proceed			Jan 2022
Begin/End construction	120 days	Jan 2022	April 2022

Project Risks:

Utility Relocation/ROW: Dominion Power appears to have prior rights in this area which will increase the RW costs if easements need to be acquired. This risk will be mitigated with continued coordination with Dominion Power.

Stakeholder: Project only has one single parcel, but this parcel is a historic church. Will want to work to minimize takes, and condemnation likely not readily available as an option. This risk will be mitigated by continued stakeholder outreach. With limited options for condemnation, actively monitoring overall budget will be key to mitigate risk.

Bicycle & Pedestrian (Use VDOT Scoping Form for Bike/Ped projects):

This project is relocating existing sidewalk and will maintain the existing bicycle and pedestrian patterns. Existing sidewalk width will be maintained.

Remarks:

This report captures information as discussed at the April 4th, 2018 scoping meeting, and updated based on project development through the public meeting. Traffic, Environmental, Right-of-way, DCM, and Public Utilities staff were present at this meeting.

Consultant design with WSP. Current cost estimate does not include any potential R/W takes south of the Scrub Pro uniform site. 30% design will need to be reviewed with Oak Grove UMC Board. Impacts beyond the Scrub Pro site will have impacts to project cost. This project is being funded with Urban Reconciliation money, and will follow guidelines associated with State funding.

Prepared By:	Scott Haidar, P.E.
	Project Engineer
Concurred By:	Troy A. Eisenberger, P.E.
	Project Manager
Recommend Approval:	Sam Sawan, P.E.

	Assistant City Engineer (DCM)
Approval:	Sam Sawan, P.E.
	Acting City Engineer

PCES Estimate

UPC: 106994



Project Cost Estimating System SUMMARY PAGE

DISTRICT	NORTHERN VIRGINIA		
PROJECT NUMBER	9999053R29		
CONSTRUCTION END YEAR	FY2020	UPC	106994
AD YEAR	FY2020	RATE OF INFLATION TO AD	N/A
ESTIMATE YEAR	FY2020	INFLATION RATE DURING CN	N/A

Date of previous estimate 11/05/19

PROJECT MANAGER / DESIGNER **Susie.Lue**

Preliminary Engineering Estimate:	MANUAL
Construction Estimate:	MANUAL
Right-of-Way Estimate:	MANUAL
Utilities Estimate:	MANUAL

DATE **3/4/2020**

THE FOLLOWING DATA WILL BE PROVIDED UPON COMPLETION OF THE REMAINDER OF THE WORKBOOK, WHICH IS ACCESSED BY SELECTING THE CONST, RW, & UTIL TABS BELOW

Bridge PE ESTIMATE	\$0
Bridge CN ESTIMATE	\$0
Bridge RW ESTIMATE	\$0
PRELIMINARY ENGINEERING ESTIMATE (excluding Bridge PE)	\$4,983,084
CONSTRUCTION ESTIMATE (excluding Bridge CN)	\$63,716,916
RIGHT-OF-WAY & UTILITIES ESTIMATE(excluding Bridge RW)	\$21,297,000
TOTAL PROJECT ESTIMATE (excluding Bridge estimate)	\$89,997,000

Project No. **9999053R29**

Interstate Project ?

Route Number

	CONST-1	CONST-2	Total
Geometric Standard			
Construction Base	\$0	\$0	\$0
Bridge Removal			\$0
CE	\$0		\$0
Construction Estimate (2020)	\$0		\$63,716,916
To AdYear Inflation			\$0
Mid-point construction Inflation			\$0
Total Construction Estimate			\$63,716,916
Preliminary Engineering Cost	\$0		\$4,983,084

CONSTRUCTION & PE TOTALS

Total Construction Estimate \$63,716,916 **Manual**
 (Roadway plus Bridge)

Total Preliminary Engineering Estimate \$4,983,084 **Manual**
 (Roadway plus Bridge)

**VDOT Project Cost Estimating System
MANUAL ESTIMATE**

	DATE	PE	RW	CN
EXPENDITURES	03/02/20	\$870,616	\$0	\$0
RUMS	03/04/20		\$0	
TRNS*PORT				\$0
AWARD	03/04/20			\$0
PROJECTION	03/04/20			\$0

ESTIMATE YEAR

AD YEAR

FY2020		FY2020
\$4,983,084	PE	\$4,983,084
\$21,297,000	RW	\$21,297,000
\$63,716,916	CN	\$63,716,916
\$89,997,000	TOTAL	\$89,997,000

Job #	Phase	Comment	Estimate
P101	PE	Per Loudoun County's updates on 11/5/2019	\$4,983,084
R201	RW	Per Loudoun County's updates on 11/5/2019	\$21,297,000
C501	CN	Per Loudoun County's updates on 5/8/2019	\$63,716,916

Job #	Phase	Comment	Estimate
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Virginia Department of Transportation - PROJECT EARLY NOTIFICATION

PPMS ID: 104889 Route: 10
 VDOT Project #: 0010-020-688
 VDOT Charge #: _____
 City/County: Chesterfield County
 Zip Code: 23832
 Latitude/ Longitude (if known): 37° 23' 13.12"
77° 30' 56.51"

For use by Environmental staff only:

Date received by Environmental: _____
 IECC Notification Date: _____
 Deadline for agency response (30th day): _____
 Form submitted by: Matt C. Thomas, PE
 Division/District/Residency: Richmond District
 Date submitted to Environmental: 2/20/18
 Is Local Government administering PE, R/W, or Construction? Yes No
 Funding Source: State Federal
 Target Advertisement date: 2/2021

Project Limits (USGS topo map indicating termini required):
From: <u>Approx. 1,500 ft North of Rte 10/Whitepine Rd</u>
To: <u>Approx. 500 ft South of Rte 10/Frith Ln</u>
Length of Project (feet/miles): <u>9,100 ft/1.7 mi</u>

Project description and comments (be as specific as possible): Providing an additional WB thru lane from Whitepine Rd to Frith Lane and an additional EB thru lane from Whitepine to just South of Route 288. Bicycle and Pedestrian accommodations to be determined.

Road Type: Interstate <input type="checkbox"/> Primary <input checked="" type="checkbox"/> Secondary <input type="checkbox"/> Urban <input type="checkbox"/> Other <input type="checkbox"/>	Type of project: Construction <input checked="" type="checkbox"/> Maintenance/Replacement <input type="checkbox"/> Maintenance <input type="checkbox"/> Railroad <input type="checkbox"/> Roadway work included: Yes <input type="checkbox"/> No <input type="checkbox"/> Constructed by: State <input type="checkbox"/> Railroad Co. <input type="checkbox"/>	Location of work: Work within existing corridor <input checked="" type="checkbox"/> Changes to existing alignment <input type="checkbox"/> Work on new location <input type="checkbox"/>
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Road Conditions	Existing Conditions (must be completed)	Proposed Conditions (must be completed)
Pavement width (ft/m)	24 ft - 28ft (WB thru) 24 ft - 39 ft (EB thru)	36 ft - 39 ft (WB thru) 36 ft - 39 ft (EB thru)
Number of traffic lanes	2 WB thru 2/3 EB thru	3 WB thru 3 WB thru
Right-of-way width (ft/m)	145 ft - 165 ft	145 ft - 180 ft

Additional information, include only if applicable to the proposed project:

Stream crossing (s)	Name of stream(s) crossed: 0 Drainage Area: <input type="checkbox"/> <5 miles ² <input type="checkbox"/> ≥5 miles ²	Hydrologic Unit Code (if known): HUC-8 02080206/02080207	
Existing bridge(s)/drainage structure(s)	Type of bridge/structure (from HTRS): Culvert	Bridge/structure #: 5007 VA 1149	Date constructed (bridge only):
Public park(s) /forest(s)/ recreational area(s)	Name of facility: Harry G. Daniel Park at Ironbridge	Degree of impact (if known):	

Review agency responses must be sent to *(appropriate VDOT District SERP Coordinator, mailing address, phone number and email)*:

Agency comments (attach additional sheets as necessary)

State agencies are requested to provide available existing database information on the project described above within 30 days of this notification. Database information should be sent directly to the District SERP Coordinator indicated above.

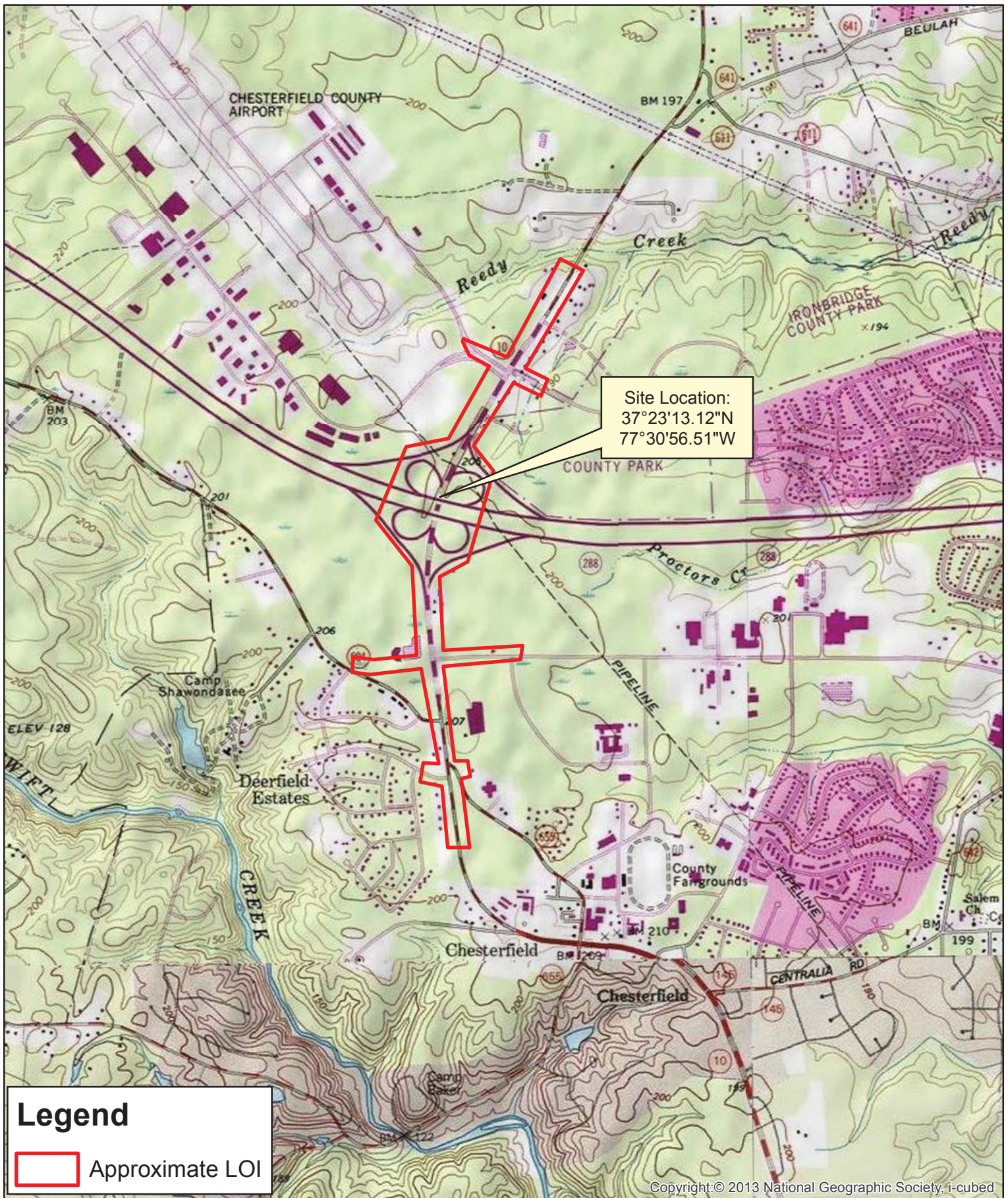
VDOT will send review agencies a copy of the Preliminary Environmental Inventory (PEI) for this project unless indicated here that review of the PEI is not necessary: ***Our agency does not need to review the PEI. Please consider our early comments in project development.***

Name: _____ Agency: _____ Date: _____

Project Number: VDOT Project #: 0010-020-688

USGS Quad Name: Chesterfield, VA 7.5

(paste .jpg or .gif topo image below)



Chesterfield, VA USGS 7.5 Topographic Quad




DATE Feb. 2018	TITLE Overall Topographic Map	SHEET NO. Figure 1
PROJ. NO.	PROJECT Chesterfield Route 10 Widening	

March 10, 2015

Mr. Kurt Kuppert
Virginia Department of Transportation
87 Deacon Road
Fredericksburg, Virginia 22405

SUBJECT: Reimbursement Request for Centreport Parkway Re-alignment

Dear Mr. Kuppert:

This is to request reimbursement for the eligible costs incurred on the above referenced Federal-aid Project between May 2014 and November 2014. Invoices, supporting documents, evidence of payment and an up-to-date project narrative have been enclosed for your review. Also, included is a project spreadsheet illustrating what the County has paid and VDOT's share of these expenses.

Project Number:	R000-089-104
UPC Number:	77409
Reimbursement Request Number:	8

Current Expenditures

Expenditures:	\$ 63,619.60
Less Local Share (0%):	\$0
Reimbursement (VDOT Share 100%):	\$ 63,619.60

I certify that the enclosed invoices have been paid and the referenced expenditures have not been previously submitted for reimbursement.

Please contact me at (540) 658-8826 if you have any questions or need additional information to process this reimbursement request.

Sincerely,



Julie A. Elliott
Securities Manager

Enclosure



Request #	Date	Contractor	Invoice Number	PO Number	Amount on the Invoice	County Share 0%	VDOT Share 100%	Date Submitted to VDOT	Amount Requested	Date Received	Amount Reimursed	VDOT ADMIN. REVIEW FEES	Remaining SSYP Funds
													\$1,524,287
1	10/31/2012				\$ 14,307.84	\$ -	\$ 14,307.84	12/21/2012					
	11/30/2012				\$ 7,371.23	\$ -	\$ 7,371.23		\$ 21,679.07		\$ 21,679.07	-	
					\$ 24,659.00								
2	12/31/2012				\$ 1,472.01	\$ -	\$ 1,472.01	2/12/2013	\$ 1,472.01	4/5/2013	\$ 1,472.01		
3	1/31/2013				\$ 3,019.63	\$ -	\$ 3,019.63			6/20/2013			
	2/28/2013				\$ 1,761.05	\$ -	\$ 1,761.05						
	3/31/2013				\$ 2,837.78	\$ -	\$ 2,837.78						
	1/31/13 - 5/12/13				\$ 1,271.50	\$ -	\$ 1,271.50		\$ 8,889.96		\$ 8,889.96	\$ -	
4	4/30/2013				\$ 8,594.32	\$ -	\$ 8,594.32	8/19/2013		9/30/2013			
	5/31/2013				\$ 4,577.75	\$ -	\$ 4,577.75						
	6/30/2013				\$ 1,557.96	\$ -	\$ 1,557.96						
	5/13/13-7/07/13				\$ 419.45	\$ -	\$ 419.45		\$ 63,619.60		\$ 15,149.48		
SR	7/31/2013				\$ 2,267.35	\$ -	\$ 2,267.35	11/25/2013		4/14/2014			
	8/31/2013				\$ 4,807.15	\$ -	\$ 4,807.15						
	9/30/2013				\$ 423.70	\$ -	\$ 423.70						
	10/31/2013				\$ 3,697.50	\$ -	\$ 3,697.50						
	7/8/13-11/10/13				\$ 2,206.76	\$ -	\$ 2,206.76		\$ 13,402.46		\$ 13,402.46		
6	11/30/2013				\$ 1,020.80	\$ -	\$ 1,020.80						
	12/31/2013				\$ 5,533.40	\$ -	\$ 5,533.40						
	1/31/2014				\$ 3,673.03	\$ -	\$ 3,673.03						
	11/11/13-3/2/13				\$ 4,655.36	\$ -	\$ 4,655.36	3/21/2014	\$ 14,882.59	5/1/2014	\$ 14,882.59		
7	6/16/2014				\$ 62.00		\$ 62.00						
	1/29/2014				\$ 608.00		\$ 608.00						
	4/7/2014				\$ 150.00		\$ 150.00						
	2/28/2014				\$ 41.36		\$ 41.36						
	3/31/2014				\$ 5,431.58		\$ 5,431.58						
	4/30/2014				\$ 84.87		\$ 84.87						
	3/3/14 - 6/8/14				\$ 3,347.69		\$ 3,347.69	6/20/2014	\$ 9,725.50	\$ 9,725.50	\$ 9,725.50		
8	6/30/2014				\$ 429.26		\$ 429.26						
	7/31/2014				\$ 234.06		\$ 234.06						
	8/31/2014				\$ 697.40		\$ 697.40						
	10/3/2014				\$ 300.00		\$ 300.00						
	11/30/2014				\$ 1,749.94		\$ 1,749.94						
	11/21/2014				\$ 46,343.25		\$ 46,343.25						
	6/9/15 - 2/15/15				\$ 13,865.69		\$ 13,865.69	3/10/2015	\$ 63,619.60				
Totals				\$ 173,479.67	\$ -	\$ 148,820.67	Reimbursement from	\$ 197,290.79		\$ 85,201.07	\$ -	\$1,350,807.33	

Current Reimbursement Request	\$ 63,619.60
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210-0000-333-01-99
KCD085

REIMBURSEMENT REQUEST SUMMARY

SPONSOR NAME: Stafford County

PROJECT NAME: Centreport Parkway Re-Alignment

PROJECT NUMBER: R000-089-104

UPC Number: 77409

REIMBURSEMENT REQUEST NUMBER: 8

Preliminary Engineering Current Expenditures	Right of Way/Utilities Current Expenditures	Construction Current Expenditures
-------------------------------------------------------	------------------------------------------------------	--------------------------------------

Consultant Invoice(s)			
1	\$429.26		
2	\$234.06		
3	\$697.40		
4	\$300.00		
5	\$1,749.94		
6		\$46,343.25	
Property/Acquisition			
Utility Relocation			
Contractor Invoice(s) and/or Materials Invoices			
Administrative Salaries (list employees, rate, hours)			
County Employee (Please see attachment)	\$13,865.69		
Miscellaneous Administrative Costs (brief description)			
TOTAL	\$17,276.35	\$46,343.25	\$0.00

Include cumulative dollar amount for each applicable category/activity and attach individual invoices and supporting documents.

VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT REVIEW COMMENT AND RESOLUTION SHEET FOR LOCALLY ADMINISTERED PROJECTS				APPLICABLE DESIGN STANDARDS: <input type="checkbox"/> VDOT <input type="checkbox"/> AASHTO <input type="checkbox"/> NHS	
VDOT PROJECT NUMBER:		UPC NUMBER:		REVIEWER(S): VIRGINIA DEPARTMENT OF TRANSPORTATION	DATE:
DESCRIPTION:		REVIEW PHASE & TYPE: % PLAN REVIEW		DISCIPLINE:	ROAD MAINTAINED BY:
ITEM NO.	PLAN SHEET # OR BID PAGE #	COMMENT	IDENTIFY AS REQUIREMENT OR RECOMMENDATION	REFERENCE (I.E. CODE, DESIGN STANDARDS, POLICY) WITH PUBLICATION TITLE, YEAR, AND PAGE *MANDATORY FOR REQUIRED COMMENTS	FINAL DISPOSITION ⁽¹⁾
1					
2					
3					
4					
5					

(1) To be determined in comment resolution meeting/discussion (CEP Milestone Meeting) (list date resolved). The Project Manager is responsible for the final disposition of all comments.



NOTICE OF WILLINGNESS TO HOLD A PUBLIC HEARING
Monticello Avenue (at 2nd Street and Ridge Street intersections)
Bicycle and Pedestrian Safety Improvement
City of Charlottesville
VDOT Projects #U000-104-341, UPC 113915 & U000-104-343, UPC113917

Proposed Project: The city was awarded funding from VDOT to improve bicycle and pedestrian facilities at the Monticello/Ridge and Monticello/2nd Street intersections. The project shortens pedestrian crossings with curb extensions, adds Americans with Disabilities Act (ADA) crossing features including curb ramps with truncated domes and accessible signals and bicycle lane pavement markings.

Plan Review: Individuals are invited to attend a Citizen's Information Meeting at City Space, 105 5th Street NE, Charlottesville, VA 22902 on April 17, 2019 at 5:00PM to find out more about the project and review the plans. Individuals can also review the project information online at www.charlottesville.org/monticello or in person at the City of Charlottesville's Neighborhood Development Services Department at 610 East Market Street, Charlottesville, VA 22902 (enter from the Downtown Mall) through April 27.

Requesting a Public Hearing: By this notice, the City is indicating its willingness to hold a public hearing for this project if individual concerns cannot be addressed. You may request a public hearing by sending a written request to Ms. Amanda Poncy, Bicycle and Pedestrian Coordinator prior to **April 27, 2019**. Mail written request to:

Amanda Poncy
City of Charlottesville
Neighborhood Development Services, 2nd Floor
610 East Market Street
Charlottesville, VA 22902

Further Notice: If a request for a public hearing is received, and the concerns addressed in the request cannot be adequately resolved, a public hearing will be scheduled at a time and place to be advertised in a future notice.

Questions or Special Assistance: Questions regarding this project should be directed to Amanda Poncy: (434) 970-3720. For the Hearing Impaired (VA Residents Only) Dial 711

The City of Charlottesville 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 Dial 711, request Virginia Relay Center or email varelay.org.



Chesterfield County, Virginia Transportation Department

9800 Government Center Parkway – P.O. Box 40 – Chesterfield, VA 23832
Phone: (804) 748-1037 – Fax: (804) 748-8516 – Internet: chesterfield.gov

Jesse W. Smith
Director

DATE: April 25, 2019

TO: Jorg Huckabee-Mayfield, VDOT Project Coordinator

FROM: Nathan D. Mathis, PE, Senior Engineer

SUBJECT: Transcript for Design Public Hearing, Stratton Park Pedestrian Improvements
State Project: EN17-020-825
Federal Project: TAP-5A27(532)
Chesterfield County
UPC: 111105

In accordance with the statutes of the Commonwealth of Virginia, and the Policies of the Commonwealth Transportation Board, an Open Forum Public Hearing was held for the above mentioned project on March 7, 2019, from 5:00 p.m. and 7:00 p.m. at Hening Elementary School located at 5230 Chicora Drive in Chesterfield County, Virginia.

The purpose of the project is to provide pedestrian improvements adjacent to the county's Stratton Park facility in keeping with the Department of Parks and Recreation Master Plan. The project connects Ronson Road to Chippenham Crossing via approximately 2,400 feet of sidewalk and 2,500 feet of shared-use path. Points of interest include the county's Stratton Park as well as the Richmond Kickers soccer fields, Hening Elementary School, SwimRVA, and The Noble Academy child care center. Improvements include two bridge crossings in conjunction with the shared-use path along with ADA compliant crosswalks and ramps.

The Richmond Region Transportation Planning Organization and the Commonwealth Transportation Board approved funding of this project through the Transportation Alternatives Program in June 2018. Chesterfield County is administering this project and utilized the formal Public Hearing method for allowing public comment on the design aspects of the project.

The county ensured the residents and property owners in the immediate vicinity of the project were notified of this meeting as well as posted advertisements to the general public inviting participation. Letters were mailed to nearly 180 properties located in the project area (see attachments for map, listing of addresses, and notification letter), signs were posted near the project site, and newspaper ads were published in local papers to ensure community awareness.

The following project team representatives attended the Public Hearing:

NAME	ORGANIZATION
Nate Mathis	Chesterfield County
Jesse Smith	Chesterfield County
Brent Epps	Chesterfield County
Joe Stovall	Chesterfield County
Janit Llewellyn	Chesterfield County
Chris Kiefer	Timmons Group
Nick Soucie	Timmons Group
Ben Doran	Timmons Group
Eli Wright	Timmons Group
Medford Howard	Crane-Snead & Associates
Joey Robinson	Stantec
Rebecca Worley	VDOT – Chesterfield Residency

The Public Hearing was held in open forum format with displays. Project team members were available to explain the displays, and plans, listen to comments and answer questions. When attendees signed in, they received a Public Hearing brochure and a comment form. Comments were accepted at the Public Hearing through March 17, 2019. A court reporter was present to record oral comments and those are included in this transcript.

The following boards/visual aids were on display at the Public Hearing:

- Proposed conditions aerial photo map (2);
- A 60% Design Plan set;
- Chesterfield County Parks and Recreation Department’s Mary B. Stratton Park Master Plan.

There were 17 attendees to the Public Hearing who completed the sign-in sheet. County staff reviewed all comments received at the Public Hearing and during the ten-day comment period which ended on March 17, 2019. Written comments received at the hearing and during the comment period are summarized in the Comment Summary Table enclosed.

Stratton Park Improvements: Public Hearing Comment Summary						Date: 3-7-19
Ten (10) comment response forms were received at the Meeting						
Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
1. The information presented at this meeting was clear and easy to understand:	2	2	1	1	3	9
Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
2. The County representatives were helpful and able to answer my questions:	2	3	1	0	3	9
Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
3. Please indicate your level of support for the project:	2	2	0	1	5	10

Approximately half of the comments received were in favor or supportive of the project. The recurring comment received was that the connection of the trail to the Trampling Farms

neighborhood would have a negative impact on the community. Based on comments received it is recommended to:

- Add a construction entrance and haul road on the county-maintained Mark B. Stratton Park property off Jessup Road, just west of the Jessup Meadows Drive intersection, to limit frequent construction vehicle traffic through the Trampling Farms;
- Work with local county law enforcement to add the new trail to their patrol routes during and after construction of the project.

All comments received are listed in the Public Hearing Comment Summary enclosed.

Chesterfield County recommends this project be approved by the District Engineer based on the revisions made to the project's design in response to the comments received at the Public Hearing held March 7, 2019.

PUBLIC HEARING TRANSCRIPT



Stratton Park Pedestrian Improvements Project

Project No. EN17-020-825

UPC No. 111105

Fed. Project No.: TAP-5A27(532)

Chesterfield County, Virginia

Thursday, March 7, 2019

5:00 PM

Hening Elementary School

5230 Chicora Drive

Richmond, VA 23234

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Project and Public Hearing Information	3
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Attachments	7
<i>Project Information Handout & Comment Sheet</i>	
<i>Project Plan Exhibits (Display Board & Parks & Recreation Master Plan)</i>	
<i>Property Owners List</i>	
<i>Sign-In Sheet</i>	
<i>Written Comment Transcript</i>	
<i>Oral Comment Transcript</i>	
<i>Emailed Comments</i>	
<i>Public Hearing Notice</i>	

Stratton Park Pedestrian Improvements Project
Project No. EN17-020-825
UPC No. 111105
Fed. Project No. TAP-5A27(532)
Chesterfield County, Virginia

General Project and Public Hearing Information

In accordance with the statutes of the Commonwealth of Virginia, Policies of the Commonwealth Transportation Board, and as required by Chesterfield County, Virginia, an **Open Forum Public Hearing** was held for the subject project on Thursday, March 7, 2019 at 5:00 PM at Hening Elementary School located at 5230 Chicora Drive in Richmond, Virginia.

The purpose of the project is to provide pedestrian improvements adjacent to the county's Stratton Park facility in keeping with the Department of Parks and Recreation Master Plan. The project connects Ronson Road to Chippenham Crossing via approximately 2,400 ft of sidewalk and 2,500 ft of shared-use path. Points of interest include the county's Stratton Park as well as Hening Elementary School, SwimRVA, and The Noble Academy child care center. Improvements include two timber bridge crossings in conjunction with the shared-use path along with ADA compliant crosswalks and handicap ramps.

The Commonwealth Transportation Board approved funding of this project through the Commonwealth's Transportation Alternatives Program (TAP funding) in June 2018. Chesterfield County is administering this project and utilized the Formal Public Hearing method for allowing public comment on the design aspects of the project at this meeting.

The County ensured the residents and property owners in the immediate vicinity of the project were notified of this meeting as well as posted advertisements to the general public inviting participation. Letters were mailed to nearly 180 properties located in the project area (see attachments for map, listing of addresses, and notification letter), signs were posted near the project site, and newspaper ads were published to ensure community awareness.

Citizens were presented the following information and materials at the Public Hearing for this project:

- A Detailed Brochure
- A Public Hearing Phase Plan Exhibit with Typical Sections (Display Boards)
- A 60% Design Plan Set

- Environmental Documents (Approved Programmatic Categorical Exclusion and Supporting Docs.)
- A Formal Comment Sheet
- Parks & Recreation Department's Mary B. Stratton Park Master Plan

In addition to the information, materials, and documents provided at the Public Hearing, Chesterfield County maintains both a project website with all handouts and documents available.

Of the Citizens in attendance, three (3) individuals offered oral comment for inclusion by the Meeting Reporter (Mr. Medford W. Howard of Crane-Snead & Associates, Inc.) and one (1) individual submitted comments via email after the meeting for the record. The following section summarizes the comments received during the public hearing and open comment period, followed by a recommended response for each item.

Also included in the attachment section are copies of the Public Hearing Handout, Plan Exhibit, Oral Comment Transcript, and Emailed Comments received. The project environmental documents and other supporting public involvement phase documentation has been previously supplied to VDOT.

Straton Park Pedestrian Improvements:Public Hearing Comment Summary

Ten (10) comment response forms were received at the Public Meeting (held on 3/7/19). Some response forms had more than one (1) comment.

Item #	Citizen Comment	County Response
1	As a user of Straton Park and Ukrop Park, this will be a huge improvement to the park facility. Walkers, hikers, joggers will love this facility. With the amount of people using and spending time at the park, can't imagine anyone not enjoying this trail. How soon can it be built?	Noted. Thank you for your comment. The schedule provided at the meeting indicates construction being completed in Fall 2020.
2	My wife and I enjoy walking and feel that the addition of the sidewalks and trails in Straton Park would be a nice addition to the area. It seems good that the county only needs to pick up 20% of the costs.	Noted. Thank you for your comment.
3	This will be a good connection in final buildout. I'm an avid trail runner who works 5-10 minutes away and would love to use the trails. I'd love to see some stone dust connections and side paths too!	Noted. Thank you for your comment. Please refer to Parks & Recreation's Master Plan (provided at meeting) for future park amenities not associated with this project.
4	It makes no sense to put a trail that leads into Trampling Farms subdivision because there is only one way in and one way out. There is no reason to have a trail go into the neighborhood. This is of no benefit to our neighborhood and will increase crime rate.	Noted. Thank you for your comment. Chesterfield County is working to provide various communities across the area access to County Park facilities such as this as a benefit to Citizens. Chesterfield County Police have confirmed with County staff that there is not a trend of increased crime in areas where trail facilities are added, based on review of similar recently completed Parks projects.
5	I'm not opposed to the park, but don't attach it to our neighborhood!	Noted. Thank you for your comment.
6	I see no purpose for people to come thru to Ronson Road	Noted. The path is intended to provide access to/from Stratton Park, the amenities along Ridgedale Parkway, and surrounding neighborhoods.
7	The neighborhood has older folks with no children. We only see several folks walking in the neighborhood.	Noted. Thank you for your comment.
8	The path needs to be stopped before it gets to Ronson.	Noted. Thank you for your comment.
9	We have lived there for 47 years and like the neighborhood the way it is.	Noted. Thank you for your comment.
10	This path should loop around and not dump into our neighborhood. We are approximately 40 homes and we are an older neighborhood and have very few children so the park is not wanted.	Noted. Thank you for your comment. Please note that the Park already exists adjacent to the neighborhood and this project only serves to improve access to/from the park and surrounding communities.
11	Citizens in the neighborhood would prefer to walk to park and not have a connection to walk to the park.	Noted. Thank you for your comment.
12	No reason to empty hard surface trail onto Ronson Road or any neighborhood road. Also concerned about people walking along propane pipeline ROW behind houses in neighborhood to loop back to Ridgedale Parkway	Noted. Thank you for your comment. The County is currently working to improve neighborhood connections to Parks and other amenities. This project does not provide access along the Gas Easement to Ridgedale Parkway - please refer to Parks & Recreation's Master Plan for future improvements in the Park Property.
13	Why are proposed biking trails beginning and ending from highway and not parking facilities?	Noted. Thank you for your comment. The proposed trail is nearly entirely within the Mary B. Stratton Park facility and connects at the northern end to the existing parking lot and athletic complex. The connection proposed at Ronson Road should be considered the first phase of the County's Master Plan for the Park and will serve as a neighborhood connector without parking facilities in the neighborhood.
14	The trail should not dump into Ronson Road into Trampling Farms neighborhood. Let the trail stop at the intersection of the larger trail.	Noted. Thank you for your comment. Please refer to Parks & Recreation's Master Plan (provided at meeting) for future park amenities not associated with this project.
15	I am opposed to the 10' path to connect to the park. It is of no benefit to our fairly quiet neighborhood and will only bring in walkers, bikers, and crime. Furthermore, the \$1,575,00.00 to be spent on that area is ridiculous. Use the money for the unwanted path for something important like schools or police. I am quite sure that that path is eventually become a road into our neighborhood. Not a good thing for us. Stop that path. By the way, never got the crime report.	Noted. Thank you for your comment. Chesterfield County is working to provide various communities across the area access to County Park facilities such as this as a benefit to Citizens. The County Park Master Plan provides for only pedestrian and bicycle facilities in the park in the future, motor vehicles will be restricted from use of the proposed facility. Chesterfield County Police have confirmed with County staff that there is not a trend of increased crime in areas where trail facilities are added, based on review of similar recently completed Parks projects. This information was provided to the Citizen making this comment following the meeting.

Stratton Park Improvements: Public Hearing Comment Summary

Date: 3-7-19

Ten (10) comment response forms were received at the Meeting

Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
1. The information presented at this meeting was clear and easy to understand:	2	2	1	1	3	9

Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
2. The County representatives were helpful and able to answer my questions:	2	3	1	0	3	9

Question No.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Total No. of Responses
3. Please indicate your level of support for the project:	2	2	0	1	5	10

Public Hearing

Project Information Handout & Comment Sheet

Stratton Park Pedestrian Improvements

Shared-Use Path and Sidewalk Improvements
(From Ronson Road to Chippenham Crossing)



Public Hearing



Existing Ridgedale Parkway looking Eastbound

March 7, 2019
5:00 pm - 7:00 pm

Hening Elementary School
5230 Chicora Drive
Richmond, VA 23234

State Project: EN17-020-825
UPC No: 111105

WELCOME

This meeting provides an opportunity to review the preliminary plans for the Stratton Park Pedestrian Improvements Project. The project involves constructing pedestrian/bicycle facilities between Ronson Road and Chippenham Crossing to improve multi-modal access to and around the Mary B. Stratton Park area. The final design necessary to construct the project has not been developed at this time.

Your input on the preliminary plan is greatly encouraged. Chesterfield County and the project design team will review comments received and consider these during the detailed design phase of the project. We appreciate your interest and involvement in the Stratton Park Pedestrian Improvements Project.

PROJECT OVERVIEW

Purpose:

Provide sidewalk (2,400 ft) and shared-use path (2,500 ft) for multi-modal access in keeping with the Chesterfield Department of Parks and Recreation Master Plan. Points of interest include the county's Stratton Park as well as Hening Elementary School, SwimRVA, and The Noble Academy child care center. To achieve the proposed design, minor improvements/adjustments may be made to the roadway, storm sewer, drainage facilities and utilities.

Traffic Data (Ridgedale Pkwy.):

1,445 vehicles per day (2018)
1,765 vehicles per day (2038)

Budget:

PE: \$200,000
RW: \$75,000
CN: \$1,300,000
TOTAL: \$1,575,000

Construction Impacts:

Minor traffic impacts are expected throughout the duration of the project. Existing traffic patterns will be maintained with minor encroachment for the majority of the proposed work.

RIGHT-OF-WAY

The Stratton Park Pedestrian Improvements have been designed to minimize impacts through Stratton Park and along Ridgedale Parkway, and will require the acquisition of variable amounts of easement from approximately three parcels. A significant portion of the project is located within county operated property, thus minimizing impacts to the community.

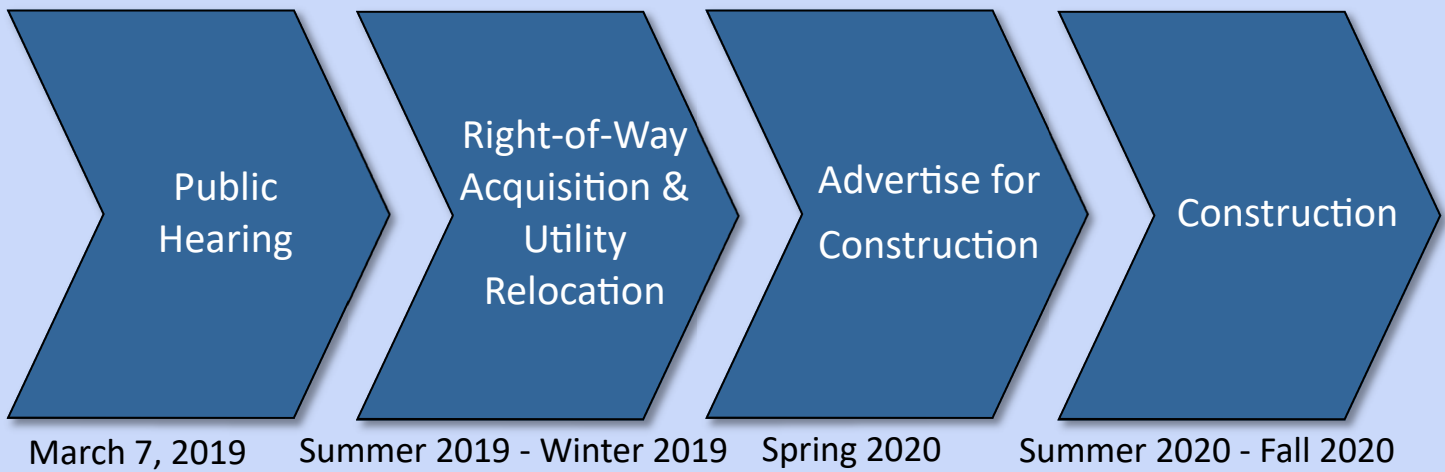
Impacted property owners will be informed of the exact location of easements during the right-of-way acquisition process and prior to construction.

General information about the acquisition process can be found in VDOT's brochure entitled, *Right-of-Way and Utilities: A Guide for Property Owners and Tenants*, which is available on VDOT's website:

http://virginiadot.org/business/resources/Right_of_way/A_Guide_for_Property_Owners_and_Tenants.pdf

Information regarding right-of-way acquisition for the project may be obtained from the contact listed at the bottom of this brochure.

SCHEDULE



Project schedule and phasing is subject to change based on available funding.

ADDITIONAL INFORMATION

Written comments and other exhibits related to the proposed project may be submitted in addition to comments made at today's meeting. Such information must be postmarked or delivered to the county within ten calendar days (on or before March 17, 2019) of today's meeting.

The displays for this project along with other information are available on the county's website. Information about the project will be updated as the project progresses: www.chesterfield.gov/roadprojects

Requests to review project information and any written comments should be sent to:

Chesterfield County Transportation Department
ATTN: Nate Mathis, PE
9800 Government Center Parkway
P.O. Box 40
Chesterfield, VA 23832
804-748-1037 | MathisN@chesterfield.gov



Stratton Park Pedestrian Improvements

Shared-Use Path and Sidewalk Improvements
(From Ronson Road to Chippenham Crossing)



Public Hearing

State Project No.: EN17-020-825
UPC #111105

March 7, 2019, 5:00 - 7:00 pm

Hening Elementary School
5230 Chicora Drive
Richmond, VA 23234

(Please Print)

NAME: _____
PHONE: _____ EMAIL: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

Please respond to the following statements by checking the box that best expresses your opinion:

- The information presented at this meeting was clear and easy to understand:
 Strongly Agree Agree Neutral Disagree Strongly Disagree
- The County representatives were helpful and able to answer my questions:
 Strongly Agree Agree Neutral Disagree Strongly Disagree
- Please indicate your level of support for the project:
 Strongly Agree Agree Neutral Disagree Strongly Disagree

4. Please provide any additional information or comments regarding the project.

Please leave this comment sheet at the designated location or mail your comments **WITHIN TEN DAYS** (March 17, 2019) to the addressee on the reverse side.

Fold Here

PLACE POSTAGE
HERE. POST OFFICE
WILL NOT DELIVER
WITHOUT PROPER
POSTAGE.

Return Address



Chesterfield County Transportation Department
ATTN: Nate Mathis, PE
9800 Government Center Parkway
P.O. Box 40
Chesterfield, VA 23832

Fold Here

Please submit this form during the meeting or mail it to the above address.

Public Hearing

Project Plan Exhibits

Public Hearing

Property Owners List

Public Hearing

Sign-In Sheet

Public Hearing

Written Comment Transcript

Public Hearing

Oral Comment Transcript

Public Hearing

Emailed Comments

No emailed comments were received during the public comment period.

Public Hearing

Public Notice



**Stratton Park Pedestrian Improvement Project
from Ridgedale Parkway, 0.3 Miles West of Ironbridge Road to Ronson Road
Chesterfield County**

Design Public Hearing

Thursday, March 7, 2019, 5:00 p.m. – 7:00 p.m. *

J. G. Hening Elementary School

5230 Chicora Drive

North Chesterfield, VA 23234

***If the school is closed for any reason, the hearing will be canceled and rescheduled.**

County representatives will be available to review and discuss the proposed project plans, studies, and property acquisition procedures for the Stratton Park Pedestrian Improvement Project. Plans have been developed for the construction of sidewalk along Ridgedale Parkway from 0.3 miles west of Ironbridge Road (Chippenham Crossing Drive) to Stratton Park and a shared use asphalt path from Stratton Park to Ronson Road. The project includes concrete sidewalks, asphalt paths, pedestrian bridges, curbing, timber fencing and storm water management features.

Information about the project is also available from Chesterfield County's Transportation Department located at 9800 Government Center Parkway, Chesterfield, Virginia 23832, (804) 748-1037 or TDD/TTY 711; please call ahead to ensure that the appropriate personnel are available to answer your questions.

Provide your written or oral comments at the hearing, anytime between 5:00 p.m. and 7:00 p.m., or submit written comments by March 17, 2019 to Nate Mathis, PE, Chesterfield County Transportation Department; P.O. Box 40; Chesterfield, VA 23832 or transportation@chesterfield.gov.

Chesterfield County and the Virginia Department of Transportation ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Chesterfield County Transportation Department at (804) 748-1037 or TDD/TTY 711.

State Project: EN17-020-825, PE101, RW201, C501

UPC No: 111105

www.chesterfield.gov/roadprojects



County of Fairfax, Virginia

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

FEDERAL CRITERIA SHEET

WORK TO BE ACCOMPLISHED BY: FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION

ROUTE 28 (Centreville Road) WIDENING from Prince William County/ Fairfax County Line to Route 29

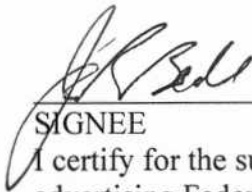
UPC: 108720

FEDERAL PROJECT #: P101: NHPP-5A01(810); R201: NHPP-5B01(078); C501: NHPP-5B01(079)

STATE PROJECT #: 0028-029-269, P101, R201, C501

PROJECT DESCRIPTION:

The Project is located on Route 28 in Fairfax County beginning just north of the Prince William/Fairfax County line (the Bull Run bridge) and ending just north of the RT 28 intersection with Upperridge Drive and Old Centreville Road, just south of the RT 28/ RT 29 interchange. The Project includes widening of Route 28 (Centreville Road) from the existing four lane divided roadway to provide three lanes on the northbound roadway and three lanes on the southbound roadway. Intersection improvements will include adding turn lanes and limited widening on the intersecting street approaches to Route 28. The project will also provide reconstruction of existing traffic signals; drainage; stormwater management quality and quantity control in accordance with Fairfax County, VDOT, and VDEQ criteria; signing and pavement marking; roadway lighting; right-of-way acquisition; erosion and sediment control; utility relocations within the project limits; and noise mitigation.



SIGNEE

9/5/2019
DATE

I certify for the subject property the following critical items have been checked and that we are advertising Federal Aid Projects in accordance with Federal Aid Requirements.

- 1. An approved environmental document and all identified environmental commitments have been included into the plans and proposals.**

All identified environmental commitments have been included in the RFP. The Design Builder shall carry out environmental commitments during design and construction, as applicable, as identified in the Draft Categorical Exclusion dated July, 2019; the Final Categorical Exclusion (expected to be completed after the Design Public Hearing on September 23, 2019); the final Right of Way (RW) Authorization and the final Plans, Specifications, and Estimates (PS&E) Re-evaluation Authorization (PM-130); and the Environmental Certification/Commitments Checklist (EQ103). All commitment compliance shall be supported by the appropriate documentation, to be provided by the Design-Builder to the FCDOT Project Manager.

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



2. All permits have been obtained.

The Design-Builder will be responsible for obtaining all necessary permits.

3. All design is in accordance with appropriate design criteria.

The Design-Builder is required to complete the design provided in the RFP in accordance with the Standards, Specifications, and Reference Documents listed in the RFP.

4. All Right of Way is clear or will be clear prior to project execution, or satisfactory agreements have been made.

The Design-Builder will be responsible for right of way acquisition in accordance with the RFP.

5. All Utility and Railroad relocations and certifications have been included appropriately, or satisfactory arrangements have been made.

The Design-Builder will be responsible for the relocation of utilities in accordance with the RFP.

There are no railroad facilities or Right of Way within the Project area so no Railroad agreements are required.

6. The project meets the requirements of VDOT's Public Involvement Manual (approved by FHWA) in regards to the public hearing process.

YES — A Public Hearing will be held on September 23, 2019.

7. All appropriate Federal Aid Project information; including Minimum Wage Rates and EEO provisions has been included.

YES

8. Hazardous wastes have been identified when appropriate, and provisions are provided within the proposal for their safe disposal.

YES

9. Project is in conformance with the statewide and metropolitan transportation planning requirements (identify the project in the STIP & TIP).

The project is currently funded for PE, RW and CN in the STIP and TIP.

Finding of Public Interest for the Use of Design-Build Contracting Method
Route 28 Widening (Prince William County Line to Route 29)
Fairfax County, Virginia
VDOT Project 0028-029-269 UPC 108720
FCDOT Project AA1400143-16

Route 28, in Fairfax County, is a limited access primary arterial serving the heavily populated region of Northern Virginia. The entire facility extends from Route 29 near Remington in Fauquier County to Route 7 in Loudoun County. Route 28 provides access to and from residential and business destinations in Northern Virginia and Washington, D.C. including access to Route 15/17, Route 234, Route 29, I-66, Route 50, Dulles International Airport, Route 267, and Route 7, and as such, is an essential north- south transportation corridor that supports the diverse economy of the region. The corridor experiences severe congestion during both the morning and evening peak travel times over an extended period of time, particularly in Prince William and Fairfax Counties south of I-66. To partially address this severe congestion, the Fairfax County Department of Transportation (FCDOT) proposes to widen Route 28 for a distance of approximately 2.3 miles from the existing bridge over Bull Run to the interchange at Route 29. The project location is shown in Attachment 1.

This report summarizes the project scope, design features, traffic analyses, risk analysis, cost estimates and schedule projections for the design concepts which FCDOT has developed to date, and recommends a delivery method for the project.

Existing Conditions:

The section of Route 28 between the Prince William County/ Fairfax County line, at the bridge over Bull Run, and the existing interchange at Route 29 is a four-lane divided highway which currently carries approximately 60,000 vehicles per day (vpd). Between Route 29 and New Braddock Road, the southbound side of the roadway is currently three-lanes wide. Along this 2.3 mile segment there are five signalized intersections located at Compton Road, Old Mill Road /Green Trails Boulevard, New Braddock Road, Machen Road and Upperridge Drive/Old Centreville Road. In addition there are two un-signalized median crossovers (Bradenton Drive and Darkwood Drive), and one right in/right out intersection on the northbound side of Route 28 (Tallavast Drive).

Traffic counts were collected in 2016 and analyzed to determine the operational characteristic of the Route 28 corridor under existing conditions. During the AM peak period one signalized intersection operates at Level of Service (LOS) F (New Braddock Road), and two operate at LOS D (Compton Road and Upperridge Drive/ Old Centreville Road). Based upon field observations, the queues generated by these poorly operating intersections result in spill back to upstream intersections throughout the length of the corridor. In the AM, these queues spill back well into Prince William County. During the PM peak period two intersections operate at LOS F (New Braddock Road and Machen Road), two operate at LOS E (Compton Road and Upperridge Drive/Old Centreville Road) and one operates at LOS D (Green Trails Boulevard/ Old Mill Road). Queue spill back during the PM peak severely degrades operations at upstream intersections. However, the spill back rarely impacts or effects operations at the Route 28/Route 29 interchange or the interchange on Route 28 at I-66.

A study of the safety and operational characteristics of Route 28 between Liberia Avenue (in the City of Manassas) and just south of I-66, completed by the Virginia Department of

Finding of Public Interest

Route 28 Widening (Prince William County Line to Route 29)

Transportation (VDOT) in 2015, confirmed the operational deficiencies found along Route 28. The VDOT report indicated average AM peak period travel times between Liberia Ave. and I-66 of 46 minutes, and average PM peak period travel time of 18 minutes to cover this approximately 6 mile distance.

Project Scope:

The Route 28 Widening (Prince William County/ Fairfax County Line to Route 29) project (“the Project”) proposes widening the existing four lane roadway by adding through lanes to Route 28 and providing additional lanes on side streets where warranted and as appropriate to improve intersection operations by eliminating split phase signals. Existing traffic signals will be upgraded and bicycle and pedestrian crossings will be improved at all intersections. A 10 foot shared use path is proposed to be constructed on each side of Route 28. It is anticipated that right-of-way acquisition and utility relocations will be required; however, most of the widening is anticipated to be located within the existing right-of-way.

The Project will increase roadway capacity, reduce congestion, optimize intersection operations and improve pedestrian and bicycle facilities. FCDOT is considering advancing this Project using the Design-Build method of project delivery. Project funding is being managed by FCDOT and is being assembled from various sources including the Northern Virginia Transportation Authority (NVTA), VDOT SmartScale, and VDOT Revenue Sharing funds. VDOT is the ultimate facility owner and has the system acceptance authority on the Project.

Widening Options and Traffic Analysis:

FCDOT began preliminary design on the Project in 2016. The project scope proposed widening Route 28 from a four lane divided roadway to a six lane divided roadway with a shared use path on both sides of the roadway. Intersecting streets were to be widened where possible to eliminate split phase signals and provide separate lanes for all movements (right, through, and left). Additional left turn lanes were also proposed at several intersections to optimize northbound and southbound green time.

The preliminary traffic analysis for a six lane section indicated that traffic volumes in the year 2040 would result in LOS F at two intersections (Compton Road and New Braddock Road) during the AM peak period. In addition, three of the five intersections are expected to operate at LOS E during the PM peak period. As under existing conditions, queue spill back from these poorly operating intersections is anticipated to degrade operations of the upstream intersections. However, the proposed widening will initially reduce traffic congestion upon project completion, and this reduction will continue for some time into the future; although the anticipated growth in traffic volumes will reduce the benefits of the proposed widening by 2040. The model indicates that congestion in 2040 in both directions is due to inadequate capacity; but congestion in the southbound direction (at the PM peak) is also caused by queue spill back from heavy volumes on Route 28 to the south of the FCDOT widening, in Prince William County.

Current funding available for this project limits the amount of capacity that can be added to Route 28 at this time (see “Funding” section below). As such, FCDOT, in coordination with

Finding of Public Interest

Route 28 Widening (Prince William County Line to Route 29)

VDOT, is approaching this project as an interim improvement. FCDOT is currently conducting further traffic analyses to determine the approximate year that a six lane facility will “fail” and additional capacity will be needed on Route 28. VDOT Northern Virginia District staff have indicated they will support the County’s plan to construct the six lane option as an interim widening of the corridor. More detailed information on the ongoing traffic analysis for the interim six lane improvement is included in Attachment 2.

As of June 2018, FCDOT has completed and received approval from VDOT of the existing conditions traffic model. In addition, a 2040 Build conditions model has been submitted to VDOT for review and approval outlining the optimal capacity improvements that will be necessary to handle the projected 2040 traffic volumes. FCDOT is now preparing a detailed traffic analysis for the six lane widening using the MWCOG 2030, and 2040 models to determine the anticipated “failure” year. Final traffic analysis results are anticipated in late September 2018. Upon approval of the final traffic analysis, preliminary plans will be modified as appropriate to match the requirements of the traffic analysis.

Prince William County (PWC), the City of Manassas, and the City of Manassas Park, in cooperation with VDOT, are currently conducting a study of alternative improvements in the Route 28 corridor between Bull Run and the Route 234 Bypass south of Manassas. Several Alternatives are currently under consideration and are subject to further study and review (see Attachment 3). These include widening existing Route 28, and constructing one of two possible alternative parallel routes in lieu of widening Route 28. These alternative parallel routes are either the extension of Godwin Drive, or the extension of Euclid Avenue. Limited funding is available beyond the initial study phase, and no date has been proposed for construction. PWC is currently initiating an Environmental Impact Statement (EIS) study of these and potentially other alternatives that may arise during development of the EIS. It is expected that any major capacity improvements to Route 28 south of the Bull Run bridge will not be complete before 2025.

Concept Plan Development:

Since the Fairfax County comprehensive plan proposes an ultimate eight lane section on Route 28, FCDOT is developing the six lane design based on an ultimate eight lane section. Widening will be provided to the outside and the shared use paths will be located to allow for the ultimate eight lane section without reconstructing the paths. Future widening of the roadway as funding becomes available can be provided in the median, which will be wide enough to accommodate the required left turn lanes and an additional northbound and southbound travel lane.

This concept plan widens the northbound roadway from two to three through lanes between the Bull Run bridge and Compton Road. The three lane section northbound continues to the existing three lane northbound section just south of Upperridge Drive/ Old Centreville Road. The southbound roadway will widen from two to three lanes just south of New Braddock Road (the existing southbound roadway is three lanes to the north of this location). The three lane southbound section continues to south of Compton Road where the southbound section will transition from three lanes to the existing two lane section.

Finding of Public Interest

Route 28 Widening (Prince William County Line to Route 29)

The concept plan widens the northbound roadway by adding one lane to the outside and providing for a future fourth lane to the inside or median side of the roadway. South of New Braddock Road, the centerline of the southbound roadway is shifted approximately 5 feet towards the median; one additional lane is constructed on the outside of the roadway and adequate width is provided for a future fourth lane on the median side.

Concept plans for the six lane widening option are included in Attachment 4.

Between the intersections with Compton Road and New Braddock Road, the existing median of Route 28 is 87 feet wide (measured from center-line of northbound to center-line of southbound) resulting in a median width of 63 feet measured from lane-line to lane-line. Under the ultimate eight-lane section, the median width would be reduced to 32 feet measured from face-of-curb to face-of-curb. This provides enough room in the median to construct two left turn lanes, where required, while maintaining an eight foot buffer from the opposing direction. This is recommended, due to the bifurcated nature of the existing northbound and southbound profiles.

On the northern end of the corridor, north of New Braddock Road both the northbound and southbound roadways are proposed to be closed sections, with curb and gutter and closed drainage systems. South of New Braddock Road, a shoulder section is proposed on the outside of both the northbound and southbound lanes. However, curb and gutter is proposed along all right turn lanes. The proposed outside shoulder section is a safety feature providing safe pull off areas for vehicle breakdowns, fender benders, and police enforcement areas.

Due to the increase in impervious area, storm water management facilities will be required to control storm runoff water quality and quantity. The concept storm water design, as shown, is based upon an eight-lane configuration of Route 28 and upon preliminary calculations of storm water management requirements in accordance with VDOT and Fairfax County storm water management criteria. Potential storm water management facilities necessary to meet these requirements will be shown on the preliminary 30% plans, and will be located on vacant parcels adjacent to the Project. FCDOT intends to ask the Design Build team to design the SWM facilities that would ultimately be required for an eight lane section but to build only the facilities required for a six lane section, thus providing for future expansion of the facilities to meet ultimate buildout conditions with minimal impact. We anticipate that the Design Build team would acquire the ROW that would be required for the ultimate SWM facilities.

Right-of-Way (ROW) Requirements:

Since the proposed widening takes advantage of the wider right-of-way available on the northbound side of the roadway, and the southbound centerline is proposed to be shifted approximately five feet towards the median, right-of-way requirements for the roadway widening are minimized. ROW required for the road widening itself will be partial property acquisitions of five to 20 feet abutting the existing right of way on Route 28 and intersecting streets. Additional easements may be required for utility relocation, particularly along the southbound side between New Braddock Road and the Bull Run bridge; and for any potential sound barrier walls that may be needed based upon the final Noise Analysis, and VDOT noise abatement policy.

Finding of Public Interest

Route 28 Widening (Prince William County Line to Route 29)

Storm water management (SWM) for the Project will require acquisition of several larger parcels (which may include full acquisitions) outside the existing right-of way.

The realignment of the Compton/ Ordway/ Old Centreville Road intersection may require partial or full acquisitions of several adjacent properties, depending on the final design, and provided there is sufficient funding to complete the realignment.

With the exception of the land rights required for storm water management facilities, the Right of Way requirements for the ultimate eight-lane section would not be significantly greater than what would be required for the proposed six-lane section.

Alternative Delivery Methods and Schedule Comparison:

In recent years, VDOT has employed alternative delivery methods, such as Design-Build (DB), to deliver projects on an accelerated schedule. Fairfax County has endorsed the use of the Design-Build method of delivery and has used it on a number of other projects. FCDOT believes that the Design-Build (DB) method is a reasonable alternative to consider for this Project. FCDOT developed concept schedules for project delivery using both the Design-Bid-Build (DBB) method and the Design-Build Method. Using Design-Build delivery, it is estimated that the Project could be completed approximately 30 months ahead of the standard Design-Bid-Build method. Preliminary schedules for both the Design-Bid-Build (DBB) and Design-Build (DB) project delivery methods are included in Attachment 5.

VDOT's Transform 66 Outside the Beltway project will reconstruct I-66 to provide two High-Occupancy-Toll (HOT) express lanes and three general purpose lanes in each direction, between Gainesville and the Beltway. Project completion is currently scheduled for December 2022. Using the Design-Build method of delivery would enable the Route 28 project to be substantially complete at approximately the same time that the I-66 project improvements become operational.

Estimated Total Project Costs:

FCDOT prepared estimated total project costs using VDOT's PCES system and information developed during concept design for the six lane widening. For Design-Build project delivery, the PCES system estimates were developed and then imported into the VDOT Design-Build Cost Finance Summary Worksheet. Costs include, but are not limited to: design, construction, anticipated utility relocations, right-of-way, environmental mitigation requirements, construction engineering and inspection, and VDOT oversight.

Widening Option	Design- Bid- Build (DBB)	Design- Build (DB)
6 Lanes	\$74,300,000	\$76,625,000

Funding:

In June 2018, VDOT awarded the project an additional \$1,423,965 in FY19 Revenue Sharing funds and NVTA awarded the project an additional \$16 million. Combined with previous funding awards, total funding available for the project amounts to \$68.8 million.

Finding of Public Interest
Route 28 Widening (Prince William County Line to Route 29)

Current Funding for this Project is as follows:

NVTA Regional Funds -	\$10,000,000
State Revenue Sharing Funds -	\$10,000,000 (includes FY19 award)
SmartScale Funds -	\$32,830,000
NVTA 2018-2023 Six Year Program	\$16,000,000 (awarded June 14, 2018)
Total Funding to Date =	\$68,830,000

Final funding verification, including any updates to funding agreements between FCDOT, VDOT and/or NVTA is anticipated by November 2018. This will provide total funding of \$68,830,000, leaving a funding shortfall of \$7,795,000. This additional funding is currently planned to be allocated from NVTA 30% Local funds upon approval of the FY 18 Carryover budget on September 25, 2018.

The initial SmartScale funding award included the repurposing of \$9,407,418 in Federal Demonstration funds. These funds were allocated to the Project without consultation or discussion with Fairfax County. These funds have an obligation deadline of September 30, 2019. Under a Design-Bid-Build procurement schedule, FCDOT would not be able to satisfy this obligation deadline, since the construction advertisement date would be approximately October 2022. However, per discussions with VDOT, the obligation deadline for these funds would be met, if FCDOT utilized the Design Build project delivery method, since funds for Design Build projects are considered to be obligated for construction once the Request for Proposals (RFP) is advertised. A Design Build RFP could be advertised in early summer 2019 which will be well in advance of the September 30, 2019, obligation deadline.

Project Risk:

FCDOT developed a Risk Analysis matrix and held a Risk Assessment workshop with VDOT on February 28, 2018. We revised the matrix based on discussions at the meeting. Meeting minutes and the revised Risk Analysis matrix are attached (Attachment 6). As with projects of similar scope and complexity, the primary risks identified with the Design Build delivery method for this Project are: adequate funding, subsurface geotechnical conditions, pavement design, environmental impacts and mitigation (including NEPA process, noise analysis, permitting and storm water management), right-of-way acquisition, utility relocation and Public Involvement (stakeholder acceptance). FCDOT is currently working to mitigate many of these potential risk factors through advanced coordination and investigation. FCDOT will work closely with VDOT staff to mitigate these risks to the extent possible and include any necessary provisions in the RFP and contract documents for the selected Design Build Contractor.

Based on the Risk Analysis matrix and workshop, FCDOT believes the Project ranks as a low to medium risk project.

Finding of Public Interest
Route 28 Widening (Prince William County Line to Route 29)

Value Engineering:

Per VA code 33.2-261, as amended, effective July 1, 2018, Value Engineering is not required on projects that are designed utilizing a design-build contract.

Recommendations:

FCDOT recommends that the Design-Build project delivery method be approved for this Project for the following reasons:

- Maximize the use of Available Funding – existing Federal Demonstration Funds have been appropriated to the Project which have an obligation deadline of September 30, 2019. FCDOT does not believe it can obligate these funds by the deadline utilizing the standard design-bid-build delivery method, and, therefore, these funds would be in jeopardy. In addition, Design-Build will allow for VDOT approved SmartScale funding to be quickly applied toward mitigating current traffic operation deficiencies.
- Benefit to the Travelling Public – By using the Design-Build method, the traveling public can take advantage of the congestion relief benefits approximately thirty months earlier than utilizing the traditional Design-Bid-Build method. The Route 28 project would be substantially complete at approximately the same time that the Transform 66 Outside the Beltway project becomes operational.
- Safety and Operational Improvements – As noted in the VDOT “Route 28 Corridor Safety & Operations Study” of 2015, the segment of Route 28 between Liberia Avenue in the City of Manassas, and I-66 has an accident/crash rate of almost double the statewide and NOVA Districtwide averages for urban primary roadways. The accelerated schedule using the Design-Build contracting method will alleviate the safety concerns and make operational improvements sooner than under a conventional Design-Bid-Build method.
- Expedited Schedule – The Design-Build contracting method will allow for concurrent activities in the design, right-of-way and construction phases and will allow FCDOT to complete the Project approximately thirty months sooner than using the traditional Design-Bid-Build method.


The proposed Design-Build schedule is as follows:

- Issue Request for Qualifications: Winter 2018/2019
- Issue Request for Proposals: Summer 2019
- Design Build Contract Award Date: Late Fall 2019
- Substantial Completion: Spring 2023
- Final Completion: Fall 2023

Finding of Public Interest
Route 28 Widening (Prince William County Line to Route 29)

Findings:

FCDOT has a clear understanding of the overall scope of the Project. The scope of the RFP will be defined to achieve desired results with room for innovation in design and construction of the Project and to allow for future expansion. Based on review of this public interest finding and the objective criteria previously adopted by the Commonwealth Transportation Board regarding the use of the Design-Build delivery method, we find the use of the Design-Build contracting method for the proposed Project is in the best interest of Fairfax County and the Commonwealth of Virginia.

APPROVED:  9/16/18
Tom Biesiadny, Director
Fairfax County Department of Transportation Date

Attachments

1. Location map
2. Traffic Analysis "White Paper"
3. Route 28 Corridor Feasibility Study (Prince William County Alternative Improvements)
4. 6-Lane Concept Plans
5. Alternative Delivery Methods Schedule Comparisons
6. Risk Analysis Matrix and Risk Assessment Workshop meeting minutes

Project Name
Route 28 Widening / Fairfax County, Virginia

Date of Meeting
February 28, 2018

FCDOT Project No.
AA1400143-16

Location
VDOT Northern Virginia District Office

State Project No.
0028-029-269 / UPC 108720

Time
1:00 - 5:00 pm

Purpose of Meeting
Risk Assessment Workshop

Participants
See Sign-in Sheet

MEETING MINUTES

Project Overview

After introductions, FCDOT started the meeting with project overview and update of schedule. This included a PowerPoint presentation with updates on project purpose, design status, funding status, and schedule.

County had planned on requesting a waiver for the Value Engineering analysis in the FOPI when submitted to VDOT Central Office. VDOT noted that the Risk Assessment can be used to take the place of a Value Engineering analysis on design/build projects. A question was raised if some VE analysis may be helpful before the public sees the project at the public information meeting. FCDOT noted that the plans displayed at the public information meeting would illustrate the maximum level of improvement (the ultimate 8-lane configuration), that the plan would be presented as a "worst case" condition, and that the actual configuration would be driven by traffic analyses that are still underway.

VDOT expressed concern over the proposed schedule. If the project requires environmental documentation other than the Categorical Exclusion (CE) that is presently underway, more time will be needed than is currently planned. There is currently a signed CE for the 6-lane configuration. A request for concurrence on the 8-lane configuration has been submitted to VDOT and should be submitted to FHWA in two to four weeks, once VDOT review is complete.

Todd Minnix (FCDOT) provided an overview of the current design from south to north and four alternatives for Ordway/Compton intersection, noting constraints, design issues, and areas of concern.

The property near Compton Road upon which a proposed SWM basin is located is up for sale, as are the vacant parcels directly across Route 28.

The vacant parcel south of Bradenton Drive was originally considered for siting a SWM basin, but the parcel is being rezoned, and has been removed from consideration. Supervisor's office has informed FCDOT that the rezoning has been withdrawn. We are confirming with DPZ. If confirmed, this parcel will be back on the table as a possible SWM site. (Environmental investigations will be needed on this parcel).

There is a NOVEC electric distribution line running just outside of the project limits along the east side of the project that will not be disturbed by the project.

There is an existing 16" water main beneath the inside shoulder along southbound Route 28 that could be impacted if the road profile is lowered. Fairfax Water has no plans to upgrade the line, so efforts to correct vertical curve deficiencies are proposed to involve raising the road profile by 2-3'.

The proposed typical section includes a 10' wide shared use path on each side of Route 28, with an 8' buffer strip.

In recent years, there was a leak in the Colonial petroleum pipeline located south of New Braddock Road. The pipe was replaced, contaminated soil removed, and monitoring/dewatering wells were placed in the vicinity of the leak. VDOT environmental was aware of the cleanup/ monitoring as it happened. The cleanup/ monitoring report will be made available to prospective bidders as part of the RFP.

It was noted that a design waiver may be needed for shoulders/median at New Braddock, depending on what Traffic analysis shows

for needed lane configuration. The plan is to get requests for design waivers and design exceptions approved in advance of the RFP. Potential design waivers for Turn Lane bay lengths will include transition tapers, storage and deceleration lengths.

The project will have to coordinate with the Transform66 project for replacement of an existing dynamic message board located along NB Route 28 north Machen Road and any other signage (static and/or dynamic) that may be needed for Transform I-66 within Route 28 project limits.

Four potential options were shown for the Ordway/Compton intersection to connect to Route 28 and will be presented at the public information meeting. Of these, the County expects Option 4 to be the preferred alternative (extending Old Centreville Road to the south and teeing into Ordway Road, and removing the portion of Compton Road between Old Centreville Road and Ordway Road).

All proposed SWM basins are shown on parcels that are currently vacant.

The County's Comprehensive Plan shows 8-lanes along Rte. 28, but if the traffic analysis shows the 6/7/8 lane hybrid configuration to be adequate, that option will be used and SWM basins will be reduced in size, provided the final detailed traffic analysis indicates the hybrid 6/7/8 Lane option is adequate for future traffic conditions.

Mark Cacamis (HNTB) introduced the risk analysis process and explained the scoring and how the scoring data is derived. A best practice is to allocate the risk to the party most able to control it.

With that introduction, the discussion of the risk matrix was started. The meeting would focus only on items that had a Probability X Impact score of 6 or higher (red on the spreadsheet). New items could be added and scored. Items that were either unresolved or better suited for a later discussion were noted.

Roadway Design

Preliminary Plans (Design Criteria)

VDOT noted that a probability of "2" was high because the criteria should be developed and agreed to in advance of the RFP. VDOT suggested that FCDOT submit all design criteria to VDOT for their approval/concurrence.

VDOT noted that any improvements that would result in landlocking a parcel must result in a total take.

VDOT questioned the crash rate for the corridor, specifically at or near the multiple private driveways along southbound Route 28, located north of Bull Run. VDOT also questioned if FCDOT has considered combining the driveways. FCDOT noted that crash rate for this corridor is twice the Countywide average crash rate, but does not have data specific to the driveway locations. FCDOT noted that the project would not worsen existing driveway geometry or operations, and pointed out that proposed lane drops are provided along the inside of the roadway to avoid operational issues with the driveways. VDOT suggested providing each parcel with a driveway configuration that allows a motorist to turn around on the parcel, rather than back into or out of traffic.

Vertical Alignment

VDOT recommended that the overall risk rating for this issue should be a minimum of 6. VDOT recommended that the RFP state that there will be no Design Exceptions allowed for this issue, requiring the contractor to correct the deficiency. Build up and overlay on existing pavement is considered. A 50mph design speed shall be used for the Route 28 mainline.

Typical Sections

FCDOT will require the contractor to not preclude future widening of the 4th lane on NB roadway to provide an additional through lane. VDOT recommended very specific statements be included in RFP for what is desired, and to use "shall" statements to be very clear on intent.

Land Use Permitting

This was identified as major concern. It was noted that the unused right-of-way along the northbound lanes is adequate to allow construction to begin, so the Design Builder would need plan approval to begin work along that side. However, VDOT noted that they require 100% plans before they issue their Land Use permit to work within the right-of-way. Permits are not issued to begin work based on partial design plans. D/B work is typically divided into packages that are submitted for staged approvals (grading & drainage plans, paving plans, finished plans). To accommodate D/B delivery of the project, an initial permit will have to be approved and then subsequent submittal packages will correlate to revised permits. The previous Route 1 project in Prince William County should be reviewed as an example of how this was worked out between VDOT and the local agency. This issue needs to be

resolved for this project by FCDOT and VDOT to advance using Design/Build delivery.

Retaining Wall Design

VDOT suggested moving this under the "Structure and Bridge" heading, along with risk items associated with sound walls, wall criteria, and wall coordination.

FCDOT noted that the retaining wall(s) in the median will be up to 8' to 10' high due to existing profile bifurcation and potential vertical corrections. VDOT noted that the Design Builder may have different ideas on how to solve the bifurcation between the northbound and southbound roadway profiles. FCDOT asked if there were any restrictions on wall heights, types, cover over pipelines, etc. County would like to give lee-way to Design Builder but wants to make sure that it is something that VDOT will approve. VDOT noted that there is an L&D form to submit specific requests for determination, but this will be the Design Builder's responsibility. The Geotechnical report will give soil type and properties for the Design Builder to make design decisions.

It was suggested that any specific questions regarding allowable wall types be sent in writing to the VDOT PM.

Traffic

Signal Construction and Signing

Both risk items listed were scored "6" but attendees had no comments.

Right-of-Way

Use of eminent domain and inability to acquire right of way

VDOT wants to make sure the County Board of Supervisors will condemn properties if needed. County will have to provide direction to Design Builder on this process and coordinate with them during Land Acquisition.

County will acquire/condemn property in the name of the County, then transfer to the Commonwealth following construction. If existing utilities are located in easements on private property and the project will require that new easements be acquired, the County will not be allowed to condemn property for accommodating third party easements. On previous projects, VDOT has acquired 'VDOT utility easements' through condemnation, then executed easements to utility owners.

There are no churches, some HOA's/condominiums, and some property trusts along the corridor. If any HOA has a 100% signature requirement, it is best to avoid impacts on that parcel. If impacts are still necessary, the County could secure a perpetual easement for construction and operation of the improvements, although VDOT discourages the practice. It is often easier (and often preferred by the HOA) to condemn the property rather than try to get 100% signatures.

Add risk item for "Limited Access Breaks". FCDOT and HNTB to review the existing L/A line(s) in the corridor, and evaluate the need for CTB actions associated with proposed changes in L/A.

Environmental

Archeological Resources

While the corridor traverses several recorded archaeological sites, none have been determined to contain sensitive resources. The southern end of the project traverses areas known to have been Civil War battlefields, so resources may be found during construction. While test pits were performed, they typically cannot be relied upon to find all resources within a given site.

There are two existing unmarked cemeteries in the area, which may be slave cemeteries. Based on available information, the project will not impact either of these sites. The current design intent is to avoid any known existing cemeteries. Ground penetrating radar is being used to confirm the location of individual graves.

Areas within the existing right-of-way are believed to have been cleared through prior disturbance, but small strips along the sides of the roadway and the areas within proposed BMP sites still need to be cleared for archeology.

VDOT noted that driveways along the southern end of the project need to be checked to make sure they are not adversely affected (environmental justice). The environmental documents may have to be changed if they are impacted. VDOT suggested that total takes may be advisable if they are being affected. The occupants would still have to be relocated, but the parcels could be resold following construction.

Any acquisition of property prior to obligation of Federal funding must be done with County funds only. These funds are not reimbursable, and therefore represent a risk for the County. VDOT recommended that the County maintain detailed records of negotiations to ensure that property acquisition procedures comply with Federal laws.

VDOT noted that certain areas near the Colonial pipeline leak may still be contaminated, but Design Builder will have full disclosure. The project will not impact any of the existing monitoring wells.

Utilities

Utility Conflicts

County has met with the utility owners in the corridor and performed test pits for many of the larger facilities. VDOT suggested that the County establish a project ftp site or website where all this data could be shared with interested parties as the utility work develops.

New Utility Construction

Cox Cable is installing new facilities in the corridor. VDOT and the County are coordinating approvals to reduce risks associated with future conflicts. VDOT suggested getting agreements/test pit information from utilities to see if some of the relocation work can be done by the Design Builder. The more information that is provided to the Design Builder, allowing him to control risk, the less contingency he will have to allocate to a task. This will result in a better price for that task. VDOT has standard language that can be used for the RFP relative to utility information.

Drainage

Status of Preliminary Design

VDOT suggested changing Probability to "2" and Impact to "3" until the design is submitted for review and concurrence by VDOT.

It was noted that if a determination is made that this project is not subject to the Occoquan WSPO District requirements, the on-site BMP requirements will be reduced. That determination is forthcoming, and the risk profile associated with this issue will be revisited when a determination is made.

Sound Walls

Move to Structures and Bridge section, as this will be an issue with all disciplines.

Stormwater treatment requirements

VDOT noted that the preferred typical section in the RFP will dictate what the SWM design is. VDOT agrees that design should include the right of way for possible future lanes but noted that VDOT doesn't buy right of way for future SWM needs. Noted that Probability and Impact for this should both be "3's" until preferred section is chosen.

Noted that the RFP should specifically state that no SWM/BMP's are to be placed in the median.

VDOT Maintenance of New Systems

VDOT suggested lowering Probability to a "1" and Impact to a "2". VDOT will maintain what is constructed within the right-of-way.

Existing Storm Sewer Adequacy

No comment

Other

VDOT suggested adding a risk item for "Approval from County LDS", as this is going to be a challenge.

VDOT suggested adding a risk item for "Availability of Nutrient Credits", if this option is allowed.

It was suggested by VDOT that they acquire the Nutrient Credits.

Public Involvement

DB Public Hearings

Design Builder would be responsible for a second public hearing if they alter the design from that shown in the RFP.

Financing

Inadequate Funding

County noted that full funding will be secured by September 2019. Noted that \$9 million in Federal Demonstration funds needs to be obligated by September 2019 or it will be subject to de-allocation. It was suggested that Probability be changed to "3". County has applied for NVTA and Smart Scale funding for 6/7/8 lane Option.

Construction Cost Estimates

VDOT noted that scoping level cost estimate accuracy should be +/- 30%, with the range being reduced as design progresses.

Additional Issues & General Comments

VDOT anticipates that there will be multiple D/B teams interested in this project. Contractors in area are actively looking for work now. Anticipated nearby projects occurring simultaneously may drive up unit prices.

VDOT stated that this project does not have Federal oversight (NFO).

VDOT questioned how four lanes will be maintained during construction? This will be up to the Design Builder. It is anticipated that with the available shoulder/median space, temporary pavement will be used to shift traffic over and construct one side, and then flip traffic back over to complete construction. HNTB noted that MOT and construction sequencing was reviewed early in the project for the 6-lane design, but will be reviewed again for the 8-lane concept to ensure feasibility of what is shown in the RFP plans.

Note that the utility companies will only work under an executed/recorded agreement, and will not initiate relocation work with only a right-to-enter.

VDOT LAP noted its concern that schedule shown is still very tight.

County is resubmitting the project for Smart Scale funding in March.

VDOT noted that RFP should include language that precludes Design Builder from routing traffic through adjacent neighborhoods during construction.

VDOT Design Build expressed concern over showing 8-lanes at Public Information Meeting and then showing the public a lesser degree of improvements at the Public Hearing. It was noted that graphics for the public information meeting will be presented as a worst-case footprint, noting that the actual lane configuration will be determined through ongoing traffic analyses.

VDOT suggested larger scale typical displays for the Public Meeting (half-size exhibits were shown at this meeting), and roll plans showing the entire project.

VDOT Environmental stated, the project will require partnering with the Corps during the NEPA process if the project requires an Individual Permit from the Corps for water quality impacts and will require an EA. If the project requires an EIS, it will require partnering with the Corps regardless of level of water quality permit.

VDOT Environmental stated, the project will require a Programmatic Section 4(f) or an Individual Section 4(f) if Section 4(f) cannot be approved with a *deminimis* finding.

ACTION ITEMS

- Prepare design criteria summary and submit to VDOT for concurrence. (FCDOT & HNTB)
- Review existing L/A lines and evaluate the need for adjustments. If adjustments are needed, reflect CTB actions in the project schedule. (FCDOT & HNTB)
- Evaluate driveway treatments near the Bull Run crossing. (FCDOT & HNTB)
- Reconcile VDOT Land Use Permit procedures versus requirements for D/B delivery. (VDOT & FCDOT)
- Include Technical Requirement in D/B RFP that final design shall not preclude future HOV operations in the corridor. .

(FCDOT & HNTB)

- Evaluate the need for utility relocations and easements (FCDOT & HNTB)
- Evaluate options for right-of-way acquisition procedures and sequencing, and select desired course of action. Research the full take of properties (Plats) (FCDOT)
- Complete review of traffic analyses submitted by FCDOT. (VDOT)
- Complete noise impact analysis and finalize approach to noise impact mitigation, as needed. (FCDOT)
- Arrange a meeting with VDOT Materials (David Shiells) to discuss project geotechnical issues



Anand's copy

Risk Analysis Meeting

Project: Route 28 Widening – Prince William County line to Route 29

Date: February 28, 2018, 1:00pm – 5:00pm

Location: VDOT NOVA District Office

Conference Room: Neabsco Conf. Room, 2nd floor

Fairfax County Project No.: AA1400143-16

State Project No.: 0028-029-269

UPC: 108720

Agenda

1:00 - 1:05 PM Introductions

1:05 - 1:30 PM Project Background/ Scope of Work

1:30 - 2:15 PM Review Conceptual Roll Plots and Draft Risk Matrix

2:15 - 2:30 PM Risk Assessment Process Overview

2:30 - 2:45 PM Break

2:45 - 4:30 PM Risk Identification, Assessment and Allocation

4:30 - 5:00 PM Questions, Wrap up, and Next Steps

VIRGINIA DEPARTMENT OF TRANSPORTATION
LOCATION AND DESIGN/STRUCTURE & BRIDGE
DESIGN EXCEPTION REQUEST
Design Exception Number: (For use by NOVA Only)

Date: 4/1/2020			
To:	Thomas S. Miller	Assistant State Location and Design Engineer	
From:	Vijay Modi	District Location and Design Engineer	
Subject:	DESIGN EXCEPTION REQUEST		
Project Information			
UPC	00116216	State Project Number	0223-057-595,B608
Federal Project Number	VA_POOL_FED_NUM	District	Frederickburg
City/County	Gwynn's Island	Click to choose an item.	
Start Location (From)	Matthews County		
End Location (To)	Gwynn's Island		
Project Description	Gwynn's Island Bridge Mechanical and Electrical Rehabilitation		
Funding Source			

Design Exception Request For					
<input type="checkbox"/>	Design Speed	<input type="checkbox"/>	Horizontal Curve Radius	<input type="checkbox"/>	Design Loading Structural Capacity*
<input type="checkbox"/>	Lane Width	<input type="checkbox"/>	Cross Slope	<input type="checkbox"/>	Vertical Clearance*
<input type="checkbox"/>	Shoulder Width	<input type="checkbox"/>	Sight Distance (Stopping)	<input type="checkbox"/>	Interstate Access Control
<input type="checkbox"/>	Superelevation Rate	<input type="checkbox"/>	Maximum Grade	<input checked="" type="checkbox"/>	Other Two pinions for span drive

* These are typically requested by the Bridge designer.

Road and Traffic Information					
Current ADT		Design ADT			
% Trucks		Design Speed		Posted Speed	45 MPH
Reduced Design Speed (if applicable)		Is Project on NHS?			
Functional Classification	GS-1 RURAL PRINCIPAL ARTERIAL				

Min. AASHTO Standard	Two pinions for span drive	AASHTO Reference	AASHTO LRFD Movable Highway Bridge Design Specifications 2 nd Edition 2007 6.8.2.1
Existing Dimensions		Requested Dimensions	
Total estimated construction cost of project		\$ 11,019,026	
(Based on approval of this exception) Cost should include item such as additional grading or paving, widening or replacing structures, acquiring additional right of way, wetland mitigation, etc.			
Additional cost to meet minimum AASHTO standard		\$3,000,000, See Appendix A	
Background description of project: (Attach Separate Document)			
<p>The Gwynn's Island Bridge is located in Gwynn, Virginia and carries Route 223 (East and West) over Milford Haven Inlet. The movable bridge is part of a seventeen span bridge carrying Route 223 from the mainland to Gwynn's Island with a single span steel swing truss for the movable portion with a span length of 280 feet. The total bridge length is 732'-3" of reinforced concrete beams other than the movable span. The bridge was constructed in 1938 and carries two lanes of traffic (one in each direction). The bridge is manned 24-hours a day due to the Coast Guard station located downstream and opens approximately 3000 times per year. Openings are available upon request.</p> <p>The subject project will rehabilitate all of the mechanical and electrical equipment including the drive machinery, drives, wedge systems and center bearing.</p>			
Design Exception Details			

<p>Purpose and need for exception; why standards cannot be met (include any future plan to upgrade this exception to standard)</p>	<p>The Gwynn’s Island Bridge is a two lane, single span truss type swing bridge with a length of 204 feet. The existing bridge currently utilizes a single pinion on the North side of the bridge to drive the span. The new drive system will utilize a single pinion on the South side of the bridge. In accordance with current AASHTO requirement two pinions system is required)</p> <p>In order to minimize marine outages the North side drive machinery can be removed by a second crew once the South side machinery has been removed and installation of the new drive system has begun.</p> <p>The requirement for two pinions is more applicable to larger swing bridges where there could be a concern of unevenly loading the machinery or much high torque requirements at the pinions. Two pinions would equally share the load on diametrically opposing sides. On smaller swing bridges such as Gwynn’s Island one pinion is sufficient to drive the span without requiring significant size increases in the machinery.</p> <p>In order to meet the two pinion requirement set forth by AASHTO, installation of a second pinion on the north side would be required. This would also require a custom differential gearbox, two additional secondary reducers, full replacement of the rack gears instead of the partial replacement currently being performed. Additionally in order to drive the equipment on the North side, a large hole for the shafting would need to be drilled into the center floorbeam or at a minimum the current hole would need to be increased in diameter. In addition structural modification to pier would be required such as reinforcement of the center floorbeam would be required. This will also extend marine outage duration and Vehicular interruption for this single access road to the island. See Appendix B.</p> <p>The proposed machinery design shall not require any additional maintenance or cause any operational issues due to not meeting the AASHTO requirements.</p>
<p>Are there any plans to improve the approach roadway within the next ten (10) years?</p>	<p>No</p>
<p>Accident history for the past 3 years, number of crashes, severity of crashes, types of crashes (run- off-the road, rear-ends, sideswipes, head-on, etc.), cause of crashes, the affect the design exception will have on types and number of crashes and a comparison of the statewide average</p>	<p>The design exception shall have no affect on the type and number of crashes.</p>
<p>Effect of design exception on safety</p>	<p>The design exception shall have no affect on safety</p>
<p>Mitigation of the substandard design element(s)</p>	<p>There are no plans for mitigation as the current design will provide more than adequate functionality and reliability.</p>

Has the Responsible District Traffic Engineer reviewed the substandard design and do they agree with the proposed mitigation measures? If not, please explain.

The design exception has no affect on traffic.

VDOT L&D or Company Name Insert Location, Virginia Insert Technical Discipline

Prepared By: Stephen Grabowski, HDR Inc. Date: 4/1/2020
Consultant (P.E.'s Name and Company Name)

Note: The responsible person that prepares the request shall also electronically seal and digitally sign in the block above. **All signatures below shall be digital signatures.**

Remarks:

Recommended For Submission to C.O. By
<hr/> District Location and Design Engineer Or <hr/> District Sturcture and Bridge Engineer

Recommended for Approval By

Assistant State Location and Design Engineer

Or

Assistant State Structure and Bridge Engineer

Responsible District Traffic Engineer
(For Crossovers Only)

VDOT and FHWA Approval

VDOT Approval By

State Location and Design Engineer

Or

State Structure and Bridge Engineer

FHWA Approval By

Cc: Project Manager
Design Engineer
State Geometric Design Engineer

VIRGINIA DEPARTMENT OF TRANSPORTATION
LOCATION AND DESIGN/STRUCTURE & BRIDGE
DESIGN WAIVER REQUEST

(See IIM-LD-227 for the definition of Design Waiver)
Design Waiver Number: (For Use by NOVA Only)

Date: Click to enter a date.			
To:	Jason Williams, PE	District Location and Design Engineer	
From Project Designer (L&D, S&B or Consultant):	Consultant – Brian A. McPeters, PE – Kimley-Horn		
Project Information			
UPC	111467	State Project Number	0288-020-817
Federal Project Number	NHFP-5A27	District	Richmond
City/County	Chesterfield County	County Proj. Number	
Project Description	Route 288 SB to Route 360 WB Ramp Improvements & Park and Ride Lot		
Start Location (From)	0.10 Miles North of Route 360		
End Location (To)	0.97 Miles North of Route 360		
Funding Source	SMART SCALE		

Road Information			
Functional Classification	OTHER PRINCIPAL ARTERIAL	Minimum VDOT GS St'd	GS-5
Min. VDOT Standard	20' Parking Spaces 26' Drive Aisles	VDOT Reference Location	VDOT RDM pg. A(1) to A(96)
Design Speed	N/A	Posted Speed	N/A

Design Waiver Request For The Following					
<input type="checkbox"/>	Ramp Geometrics	<input type="checkbox"/>	Minimum Radius	<input type="checkbox"/>	Lane Shift/Tapers
<input type="checkbox"/>	Total Shoulder Width	<input type="checkbox"/>	Buffer Strip Width	<input type="checkbox"/>	Bike & Ped Accommodations Compliance (See IIM-LD-55 & RDM, Appendix A(1))
<input type="checkbox"/>	Paved Shoulder Width	<input type="checkbox"/>	Ditch Width	<input type="checkbox"/>	Superelevation
<input type="checkbox"/>	Curb and Gutter	<input type="checkbox"/>	Intersection Sight Distance	<input type="checkbox"/>	Guardrail GR-9/GR-2
<input checked="" type="checkbox"/>	Other	Park and Ride Lot Design Standards			

Design Waiver request must address the following:

- Established design criteria versus proposed and existing criteria (including traffic data, design speed and posted speed)
- Reason the appropriate design criteria cannot be met
- Justification for the proposed criteria

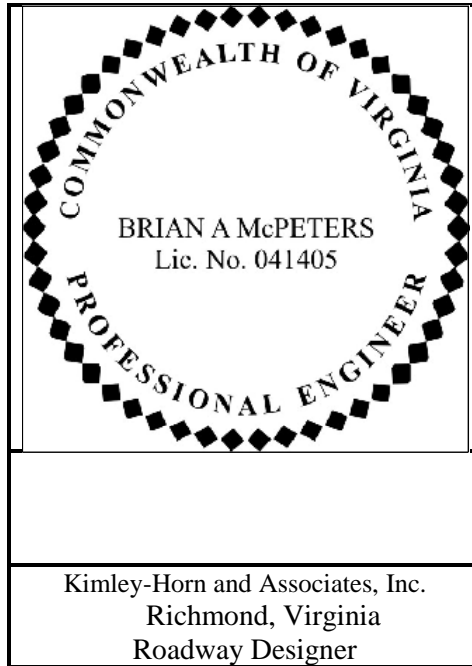
- Any background information which documents, supports or justifies the request
- Any mitigation that will be provided to further support or justify the request
- Cost to meet standard versus project cost

Attach all supporting documentation to this exhibit including crash history (past three years). Design waivers for the use of GR-9 terminals or GR-2 guardrails as described in the Memorandum dated January 3, 2018 [Clarification of MASH guardrail requirements](#), do not require the following information listed above for the design waiver: GS standard, traffic data, crash history, design speed, or posted speed.

VDOT Approved by:

District Location and Design Engineer

Date: [Click to enter a date.](#)



Prepared By:

Brian A. McPeters

Date: 11/25/2019

Consultant (Brian A. McPeters, PE – Kimley-Horn)

Note: The responsible person that prepares the request shall also electronically seal and digitally sign in the block above.

CC: Appropriate Assistant State Location and Design Engineer
Project Manager
State Geometric Design Engineer
State Structure and Bridge Engineer
Assistant State Traffic Engineer – Traffic Control Devices

Right of Way Certification Letter

April 21, 2020

Virginia Department of Transportation
NOVA Local Assistance Program
District Administrator
Attn: Mr. Robert Strevell
4975 Alliance Drive
Fairfax, VA 22030

Smoketown Road Opitz Boulevard Pedestrian Improvement Project
Project Number: EN 15-076-108, PE-101, R-201, C-501; UPC107528
Federal Project: TAP-5A01 (921)

Dear Mr. Strevell,

Reference is made to the Standard Project Administration Agreement between Prince William County and the Virginia Department of Transportation (VDOT), dated January 18, 2016. The proposed subject project involves pedestrian improvements at the intersections of Smoketown Road at Gideon Drive and Opitz Boulevard at Potomac Mills Road. These two intersections are approximately 800 feet apart. Currently these intersections lack pedestrian access and do not have crosswalks or pedestrian signals. The proposed project involves installing new pedestrian signal-controlled crossings, curb cut ramps and cut-through pathways (refuges) at some of the channelizing islands. Six properties were impacted by the project: two included right of way and temporary construction easements and four included temporary construction easements. Of the six properties, two properties signed the agreement and four required a certificate of taking that was recorded on April 20, 2020. Major project features include clearing and grubbing, grading, excavation, demolishing existing concrete, installing curb and gutter, concrete sidewalk and curb ramps, placing aggregate, asphalt paving and all measures required for the maintenance of traffic during construction.

This letter will certify that all of the rights of way for the project have been acquired in accordance with VDOT Right of Way and Utilities Manuals of Instruction. Also, this will certify that utility conflicts on the above project will be adjusted during construction; a special provision in this regard is included in the construction contract documents. No persons, businesses or nonprofit organizations were displaced by the right of way acquisition for this project; therefore, relocation assistance was not required. There are no railroads or buildings affected by the proposed construction. In addition, to the best of our knowledge, there are no contaminants within the soil on the right of way within the referenced project limits.

Sincerely,

Khattab Shammout, P.E., DBIA
Assistant Director of Transportation
Capital Projects Design and Construction

VIRGINIA DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS DUE DILIGENCE CERTIFICATION FOR LOCALLY ADMINISTERED PROJECTS (EQ-121)	FORM EQ-121 (Revised 2/27/09)
	UPC: <u>107947</u>
	Project: <u>0638-076-209</u>

I. APPLICABILITY:

This form must be completed by the LPA and submitted to the VDOT District Environmental Manager who will use this as documentation to support the Environmental Certification (Form EQ-103) and/or PS&E Re-evaluation (Form EQ-200) for any construction project. No project will receive certification to advance to construction until the form is received.

II. CONDITIONS:

The LPA shall complete this form when all hazardous materials-related issues have been identified and addressed for the project. It is not necessary that all hazardous materials issued be resolved prior to submission of this form, however, a plan must be in place to ensure resolution. This form must be submitted prior to acquiring project Right-of-Way. All existing right of way, or properties to be acquired for use as right of way, must receive an appropriate level of study. This includes existing VDOT right of way, locality-owned, proffered, or donated properties.

III. CERTIFICATION:

I hereby certify that:

- (1) Prince William County has performed studies, analyses, reviews and/or investigations of hazardous materials-related issues for all properties that it has acquired or intends to acquire for the project. Such studies, investigations, etc. constitute an appropriate level of inquiry to identify the likely presence of any hazardous substances or petroleum products or conditions that indicate an existing release, a past release, or the material threat of a release of hazardous substances into the soil, groundwater or surface water of the property or adjacent properties, or the presence of such impairments associated with buildings or structures. The following lists the consultants and reports that were utilized in the conduct of the due diligence studies:

Consultant	Title of Consultant Report	Report Date
EEE Consulting, Inc.	Phase I Environmental Site Assessment Report	7-12-2018

- (2) (Choose one of the following):

- No potential or actual contaminated environmental media or other environmental impairments that would affect construction were identified within the project right-of-way.
- Actual or potential environmental impairments have been noted on the following properties and as indicated, a cost estimate(s) of potential remediation/closure activities to meet state and/or federal regulations is provided as well as an indicator of any coordination made with the Virginia Department of Environmental Quality and/or the U.S. Environmental Protection Agency:

Property	Parcel Number	Agency Coordination?	Closure/Remediation Estimate
Shell Fueling Station, 15550 Neabsco Mills Road	8290-88-5113	<input type="checkbox"/> Yes <input type="checkbox"/> No	Contingent on results of Phase II ESA
Vacant Lot, Former Mobil Fueling Station, 15620 Jefferson Davis Highway	8290-88-5838	<input type="checkbox"/> Yes <input type="checkbox"/> No	Contingent on results of Phase II ESA

Attach additional pages as necessary.

- (3) Where actual or potential environmental impairments have been identified, appropriate actions have been taken (or will be taken) to address these issues in terms of avoidance, containment, management, minimization or remediation. Where such actions are required to be taken during construction, appropriate contract provisions have been/will be developed to incorporate those costs as pay items in the contract.
- (4) Estimated costs for regulatory closure/remediation have been/will be taken into consideration in determining fair market value for properties to be acquired.
- (5) All structures will be inspected for the presence of asbestos-containing materials (ACM) and any regulated ACM will be removed in accordance with state and federal requirements.
- (6) The construction contractor will be made aware of any environmental issues that may be encountered during construction and will be provided access to any study results to assist the Contractor in developing and implementing appropriate Employee Health and Safety measures.

Certification provided on behalf of Prince William County by:

[Handwritten Signature]

Date: 8/29/2018

Local Official

Division Chief Capital Projects

Title

VIRGINIA DEPARTMENT OF TRANSPORTATION	FORM EQ-555 (Revised 02/24/15)
WATER QUALITY PERMITS AND NATURAL RESOURCE DUE DILIGENCE CERTIFICATION/CHECKLIST FOR LOCALLY ADMINISTERED PROJECTS	UPC: 113568
	Project: U000-128-428, P101, B643; Roanoke River Greenway Bridge Across Barnhardt Crk

APPLICABILITY:

This checklist is designed to assist the LPA in compiling appropriate water quality/natural resource documentation for transportation projects. The LPA shall acquire all required water quality permits and natural resources clearances and reflect any commitments in the project construction documents. The supporting documentation must be submitted to VDOT prior to project certification for advertisement/construction.

Water Quality Permits:

The LPA is responsible for obtaining all necessary water quality permits for this project prior to advertisement.

Water Quality Permit(s) Requirements for the project are listed below:

Permitting Agency	Permit Required Yes/No	Permit Type	Permit Number	Issued Date	Expiration Date
Corps of Engineers *	YES				
Department of Environmental Quality	NO				
Virginia Marine Resource Commission	NO				
Tennessee Valley Authority	NO				

Attach Copy of all Permits Acquired for the project. * - NOT ISSUED YET CURRENTLY WORKING W/ USACE AS 2/6/19

Compensatory Mitigation

The LPA is responsible for providing the water quality permit required compensatory mitigation for this project.

Is compensatory mitigation required for the unavoidable wetland and stream impacts? Yes No

If Yes, Complete below chart and select appropriate compensatory mitigation type

Compensation Type	Cowardin Classification	Impact HUC	Impact Size	Compensation HUC	Compensation Required
Wetlands					
Streams					

Mitigation Bank:

1. Insert Name of Locality and the applicable State and Federal agencies having jurisdiction over the use and disturbance of waters of the United States including areas known as wetlands and stream have agreed that compensatory mitigation requirements may be satisfied by the purchase from Insert Name of Bank of Insert Number Credits, as provided in this Agreement and in accordance with the Mitigation Banking Instrument, subject to case-by-case approval through the permitting process.

2. Insert Name of Mitigation bank consists of Insert Number wetlands acres and Insert Number linear feet of streams, more or less, located in Insert County, Virginia. The Bank's Mitigation Banking Instrument was approved by the U.S. Army Corps of Engineers ("Corps") on Insert Date. The Bank is authorized to sell mitigation credits to compensate for unavoidable impacts to waters of the United States caused by projects approved pursuant to permits or authorizations granted by the Corps ("Credits"). Operation, management and maintenance of the Bank is subject to the requirements of the Mitigation Banking Instrument, to the statutes, regulations and policies cited therein and to the requirements of all Federal and State permits as applicable.

Trust Fund Payment

1. Name of Locality and the applicable State and Federal agencies having jurisdiction over the use and disturbance of waters of the United States including areas known as wetlands and stream have agreed that compensatory mitigation requirements may be satisfied by the payment of Insert Dollar amount to the Trust Fund for the disturbance of Insert Number acres of wetlands and Insert Number linear feet of streams.

Compensation Project:

1. The LPA and the applicable State and Federal agencies having jurisdiction over the use and disturbance of waters of the United States including areas known as wetlands and stream have agreed that compensatory mitigation requirements may be satisfied by the implementation of a compensation project for the disturbance of Insert Number acres of wetlands and Insert Number linear feet of streams.
2. Compensation Project Types: (Check Appropriate)
 - Establishment/Creation:** The manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Establishment results in a gain in wetland acres.
 - Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland or stream.
 - Enhancement:** The manipulation of the physical, chemical, or biological characteristics of a wetland and or stream (undisturbed or degraded) to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but do not result in a gain in wetland acres.
 - Protection/Maintenance (Preservation):** The removal of a threat to, or preventing the decline of, wetland and/or stream conditions by an action in or near a wetland or stream. This term includes the purchase of land or easements, repairing water control structures or fences, or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres and will be used only in exceptional circumstances.
3. Compensation Project consists of Insert Number wetlands acres and Insert Number linear feet of streams, located in Insert County, Virginia.
4. The LPA is responsible for accomplishing, maintaining, and monitoring the compensation project and for providing long-term management and financial assurances set aside for remedial measures to ensure mitigation success. This includes identifying the party that will provide for long-term management and protection of the compensation project.

Threatened and Endangered Species

The LPA is responsible for obtaining all necessary regulatory clearances for this project prior to advertisement.

This section must be completed to document threatened or endangered species review for all activities.

The LPA has reviewed the project and appropriate data sources and have made one of the following determinations with respect to this project: (Check Appropriate)

Based upon a review of the DGIF data and DCR Natural Heritage Conservation Site Maps for the project area, no Threatened or Endangered species collections/records are within a 2-mile search distance for the project. A copy of this determination has been provided to VDOT.

Based upon a review of the DGIF data and DCR Natural Heritage Conservation Site Maps for the project area, Threatened or Endangered species collections/records are within the required 2-mile search distance for the project. (Check Appropriate)

The City of Roanoke has conducted a site evaluation within the area of effect for the project. A copy of the assessment has been provided to DGIF, DNH, and FWS on 03/13/2019. The agency comments (check appropriate) were received within 30 days or were not received within 30 days. Comments received from the agencies are addressed in the project plans and contract documents. This documentation has been provided to VDOT.

Indicate results of Site Evaluation:

No Habitat identified

Habitat identified – See Comment Below

Habitat identified and a species survey was requested by Insert Agency, performed by insert name, and coordination conducted on Insert Date with DGIF, DNH, and FWS. The agency comments were received and addressed. This documentation has been provided to VDOT.

Section 7 Consultation for a species in the project area was required by Insert Name of Federal Agency. The Biological Opinion prepared by Fish and Wildlife Service was received on Insert Date and the requirements of the Biological Opinion have been incorporated into the project design and contract construction documents. A copy of the Biological Opinion has been provided to VDOT.

T&E Species: (List all species for which this form applies.) Roanoke logperch (FESE), orangefin madtom (FSST) & DCR-NH State-listed Roanoke River North & South Forks associated with the Roanoke logperch and orangefin madtom. Coordination with the USFWS via the IPaC process resulted in a Not Likely to Adversely Affect determination on 03/13/2019 for the Roanoke logperch. Based on scope of work, adherence to time-of-year restrictions for Roanoke logperch (Mar 15 – June 30 of any year), orangefin madtom (Mar 15 – May 31) and knowledge of T&E species in the area, there will be no adverse effect on any state-listed species (Roanoke logperch & orangefin madtom) or habitat identified in the database search completed by the Locality.

I hereby certify that:

- (1) The information contained in this document is accurate and complete to the best of my knowledge.
- (2) Where actual or potential impacts to wetlands, streams, and/or endangered species have been identified, appropriate actions have been taken (or will be taken) by the LPA to address these issues in terms of avoidance, minimization or compensation. Where such actions are required to be taken during construction, appropriate contract provisions have been/will be developed to incorporate those costs as pay items in the contract.
- (3) Estimated costs for project construction inspections and post-construction monitoring and remediation for the compensatory mitigation have been/will be taken into consideration.
- (4) The project will be inspected in accordance with state and federal requirements.
- (5) The construction contractor will be made aware of any environmental issues that may be encountered during construction and will be provided access to any study results to assist the Contractor in developing and implementing the project in accordance with the regulatory permits and clearances.

Attach additional pages as necessary.

Certification provided on behalf of _____ City of Roanoke _____ by:

Luke PUGH

Date: 8/6/19

~~County Administrator/City Manager/Zoning Administrator~~

CITY ENGINEER

Title



ePIX Application

Print

Create New Application

This electronic form is to be used for the submission of new projects only. If you wish to submit additional information in support of an existing project, please contact the reviewer assigned to that project.

Before using this form, please understand that the information being requested is important to our review. Incomplete information may lead to delays in the review of your project. Please read all questions carefully and respond as completely as possible. For security purposes, *your ePIX session will timeout after 20 minutes of inactivity* and any unsaved changes will be discarded. To ensure that no information is lost, we recommend saving your application after the completion of each section. If you have questions concerning the completion of this application, please contact DHR staff at ePIX@dhr.virginia.gov.

SECTION I. CONTACT INFORMATION

Submitted By

Please indicate what your role in this project is:

Applicant Role Consultant tasked with initiating consultation

If Other, please specify

SECTION II. GENERAL PROJECT INFORMATION

Project Name Main Street and Maple Avenue Intersection Improvements

Agency Project Number UPC 112558

Associated DHR File Number

Project Street Address

Independent Cities and/or Counties (multiple cities/counties are allowed):

City/County Name
Loudoun

Town/Locality, if applicable Purcellville

Agency Involvement

Please select one of the following options as they relate to the project you are submitting:

- My project involves a federal or state agency and requires review by DHR under the National Historic Preservation Act (Sections 106 or 110), Virginia Environmental Impact Reports Act or other provision of state or federal law.
- I am seeking Technical Assistance from DHR in the assessment of potential impacts of my project on historic resources (e.g. federal or state involvement anticipated, initial project scoping, local government proffer or ordinance).

It is important that you know the nature of the federal or state involvement in your project. Please note that there are a number of state-managed programs that are federally funded (e.g. Transportation Enhancement Grants, some recreational trail grant programs, and many DHCD programs). Understanding the involvement of the agency and the program is helpful for our review.

In some cases there are multiple agencies involved in a project. In these cases, there is generally a "lead" agency. In order to help clarify this, please list the agencies in the order of their involvement in the project. If, for example, there are two agencies providing funding, please provide the contact information for the primary source of federal funding first.

Please select the agency, relationship, contact and click the **Select** button:

Agency	Relationship
Virginia Department of Transportation	State Funded
Virginia Department of Transportation	Federally Funded

SECTION III. PROJECT DESCRIPTION and CURRENT AND PAST LAND USE

We need to know as much as possible about the project that is being proposed as well as the current condition of the property. In the fields below, you will be required to provide descriptions that are no longer than 2000 characters. Additional and more detailed information can be uploaded and attached at the end of the application.

Overview and existing conditions

Please provide a general description of the project.

The Project is being locally administered by the Town of Purcellville, and consists of streetscape and drainage improvements along either side of S. Maple Avenue from its intersection with E. Main Street to the south for approximately 0.13 mile. Proposed improvements include sidewalk, curb and gutter along the east side of S. Maple Avenue, upgraded pedestrian curb ramps and a mid-block crossing, analysis of the left-turn signal phase at the intersection, and enclosure of the drainage system along S. Maple Avenue that will connect into the existing storm sewer network

Project Description along E. Main Street.

How many acres does the project encompass?

Number of Acres 5.74

Please describe the current condition and/or land use of the project area (e.g. paved parking lot, plowed field).

The Project area generally consists of the existing S. Maple Avenue and E. Main Street intersection and the S. Maple Avenue roadway, with existing maintained right-of-way and grassed areas along either side that borders commercial businesses at the northern end and residential properties at the southern end. Existing sidewalks, utilities, street signs, lights, and parking lots are located within the Project area. An existing stormwater management detention pond is located to the southwest of the intersection of S. Maple Avenue and

Current Condition Leaning Oak Square.

Please describe any previous modifications to the property, including ground disturbance.

The Project area is previously disturbed and includes the existing maintained right-of-way for the S. Maple Avenue and E. Main Street intersection and south along S. Maple Avenue for approximately 0.13 mile, with existing roadway, sidewalks, utilities, street signs, lights, and parking lots located within the

Previous Modifications Project area.

Work involving buildings or structures

Does the project involve the rehabilitation, addition to, alteration, or demolition of any building structure over 50 years of age?

Buildings Over 50 Years No

If yes, please describe the work that is proposed in detail. Current photographs of affected building or structure, architectural or engineering drawings, project specifications and maps may be uploaded at the end of the application.

Details

Work involving ground disturbance

Is there any ground-disturbance that is part of this project?

Ground Disturbance Yes

If yes, describe the nature and horizontal extent of ground-disturbing activities, including construction, demolition, and other proposed disturbance. Plans, engineering drawings, and maps may be uploaded on the next page at the end of the application.

Ground disturbance shall be limited to minor excavation for the installation of proposed storm sewer pipes, curb and gutter along S.

Maple Avenue, installation of a sub-base and concrete sidewalks,

Extent of Activities and milling and paving the roadway.

What is the depth of the ground disturbance? If there are several components to the project, such as new building, utility trenches, and parking facilities, provide the approximate depth of each component.

It is estimated that ground disturbance will be to a depth of up to 8 feet to install the proposed storm sewer pipes and curb and gutter, and to a depth of about 2 feet to allow for the sidewalk construction

Depth and re-paving the roadway.

How large is the area where ground-disturbing activities will take place? (in acres)

Area Size 2

SECTION IV. AREA OF POTENTIAL EFFECT (APE)

The Area of Potential Effects (APE) is defined as the geographic area or areas within which a project may directly or indirectly cause changes in the character or use of historic properties, if they exist. It is not necessary for an historic property to be present in order to define an APE.

An example of a direct effect is the demolition of an historic building while an indirect effect would be the alteration of an historic setting resulting from the construction of a communications tower or the introduction of noise as the result of the construction of a factory. An area such as the footprint of a proposed building is obviously within the APE, but you must also consider visual effects on the property and the limits of all ground-disturbing activity. So, any project may have two APEs - one for direct effects and one for indirect effects.

Please see our guidance on [Defining Your APE](#) for more detailed information on defining direct and indirect APEs. If you are using [DHR's Data Sharing System](#), you should indicate the APE on the DSS map. For instructions on how to do this, consult the [DSS general use guidelines](#).

Please provide a brief summary of and justification for the APE and upload your APE map at the end of the application. The written boundary description must match the submitted APE map.

The APE for the Project extends south along either side of S. Maple Avenue from its intersection with E. Main Street, and encompasses the roadway corridor up to existing buildings and includes the parking lot of 720 E. Main Street where streetscape and drainage APE improvements are proposed.

SECTION V. CONSULTING PARTIES AND PUBLIC INVOLVEMENT

The views of the public, Indian tribes and other consulting parties (e.g. local governments, local historical societies, affected property owners, etc.) that may have an interest in historic properties that may be affected by the project are essential to informed decision-making. In some cases, the public involvement necessary for other environmental reviews such as that under the National Environmental Policy Act (NEPA) may be sufficient for the Section 106 process, but the manner in which the public is involved must reflect the nature and complexity of the proposed project and its effects on historic resources.

What consulting parties have you identified that have an interest in this project? Please describe your previous and future efforts to involve consulting parties.

The Project is being implemented by the Town of Purcellville, who has already engaged adjacent business and residential property Consulting Parties owners that may be affected by the Project.

Please provide information on any previous or future efforts to involve the public, including public hearings, public notices, and other efforts.

A public walking tour of the Project area was hosted by the Town of Purcellville on May 28, 2019. A public meeting shall be Public Involvement conducted by the Town of Purcellville in Fall 2019.

SECTION VI. PREVIOUSLY IDENTIFIED HISTORIC RESOURCES

In order for this application to be considered complete, you must determine if there are any known historic resources in the APE and provide this information to us. This step is generally referred to as a DHR Archives Search. More information on how to acquire this information can be found in our guidance document [Obtaining an Archives Search](#).

Has any portion of the APE been previously surveyed for archaeological and/or architectural resources?

Surveys Unknown

If yes, describe and provide the names of any reports that you are aware of.

Survey Reports

Are there any previously recorded archaeological sites or architectural resources, including historic districts or battlefields within the APE?

Recorded Resources Yes

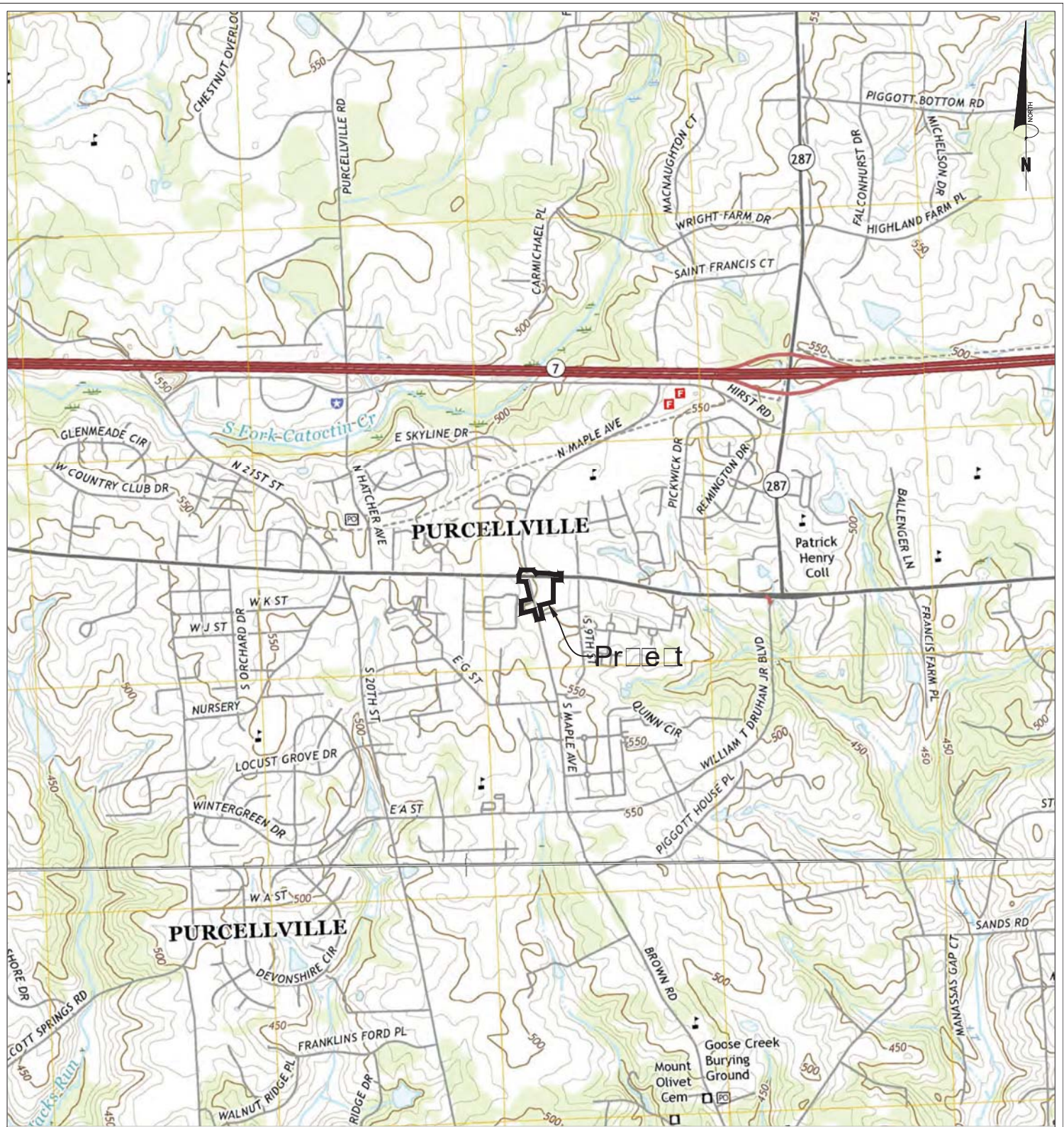
You must upload in Section VIII of this application the Archives Search Map showing previously recorded resources in the APE and the DSS reports for all previously recorded resources.

SECTION VII. ADDITIONAL CONTACTS TO THE APPLICATION

Last Name	First Name	Organization
Carshult	Christer	Virginia Department of Transportation
Carshult	Christer	Virginia Department of Transportation
Lehnig	Dale	

SECTION VIII. UPLOAD FILES FOR THE APPLICATION

Document Name	File Name	Note
Plans and/or architectural drawings	Main and Maple Improvements 30 Design Plans.pdf	Main Street and Maple Avenue Intersection Improvements 30% Design Plans
Map of previously recorded resources	Main and Maple Improvements DHR V-CRIS Map.pdf	DHR V-CRIS Map
Map of APE	Main and Maple Improvements Aerial Exhibit.pdf	Aerial Photograph Exhibit depicting Project and APE
Map of APE	Main and Maple Improvements USGS Map.pdf	USGS Quadrangle Map depicting Project and APE



Scale: 1"=2,000'

Source: USGS (2016)

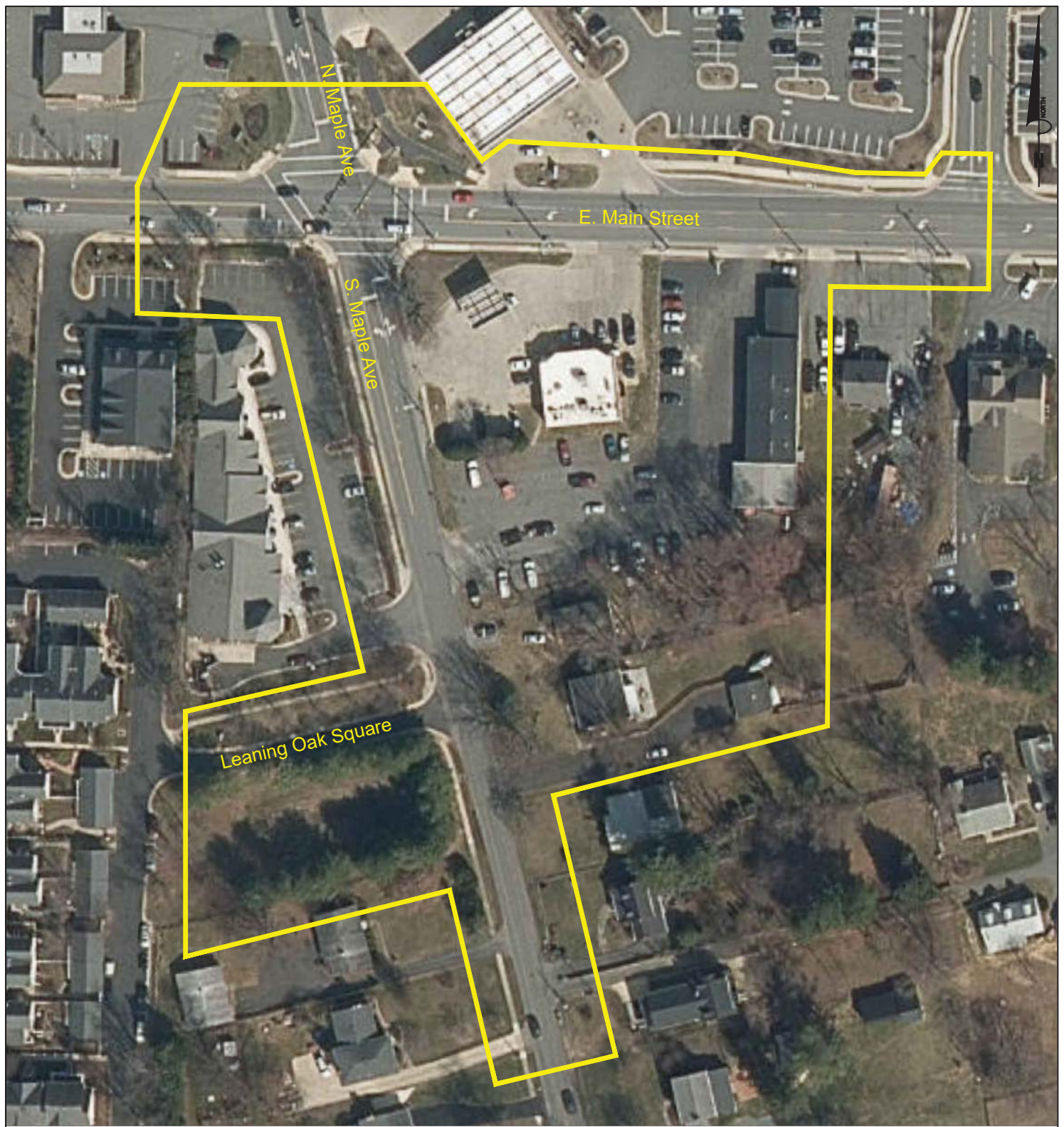
Bowman
CONSULTING

USGS Quadrangle Map
Main Street and Maple Avenue Improvements
39°08'09"N, 77°42'16"W, Purcellville, VA USGS Quadrangle Map
PL12 (North Fork Goose Creek), HUC 02070008 (Middle Potomac-Catoctin)
Loudoun County, Virginia

Bowman Consulting Group, Ltd. Phone: (703) 464-1000
13461 Sunrise Valley Drive Suite 500 Fax: (703) 481-9720
Herndon, Virginia 20171 www.bowmanconsulting.com

Prepared for:
Town of Purcellville
221 S. Nursery Avenue
Purcellville, Virginia 20132

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Scale: 1"=100'

Source: ArcMap (2019)

Bowman
CONSULTING









Aerial Photograph
Main Street and Maple Avenue Intersection Improvements
39°08'09"N, 77°42'16"W, Purcellville, VA USGS Quadrangle Map
PL12 (North Fork Goose Creek), HUC 02070008 (Middle Potomac-Catoctin)
Loudoun County, Virginia

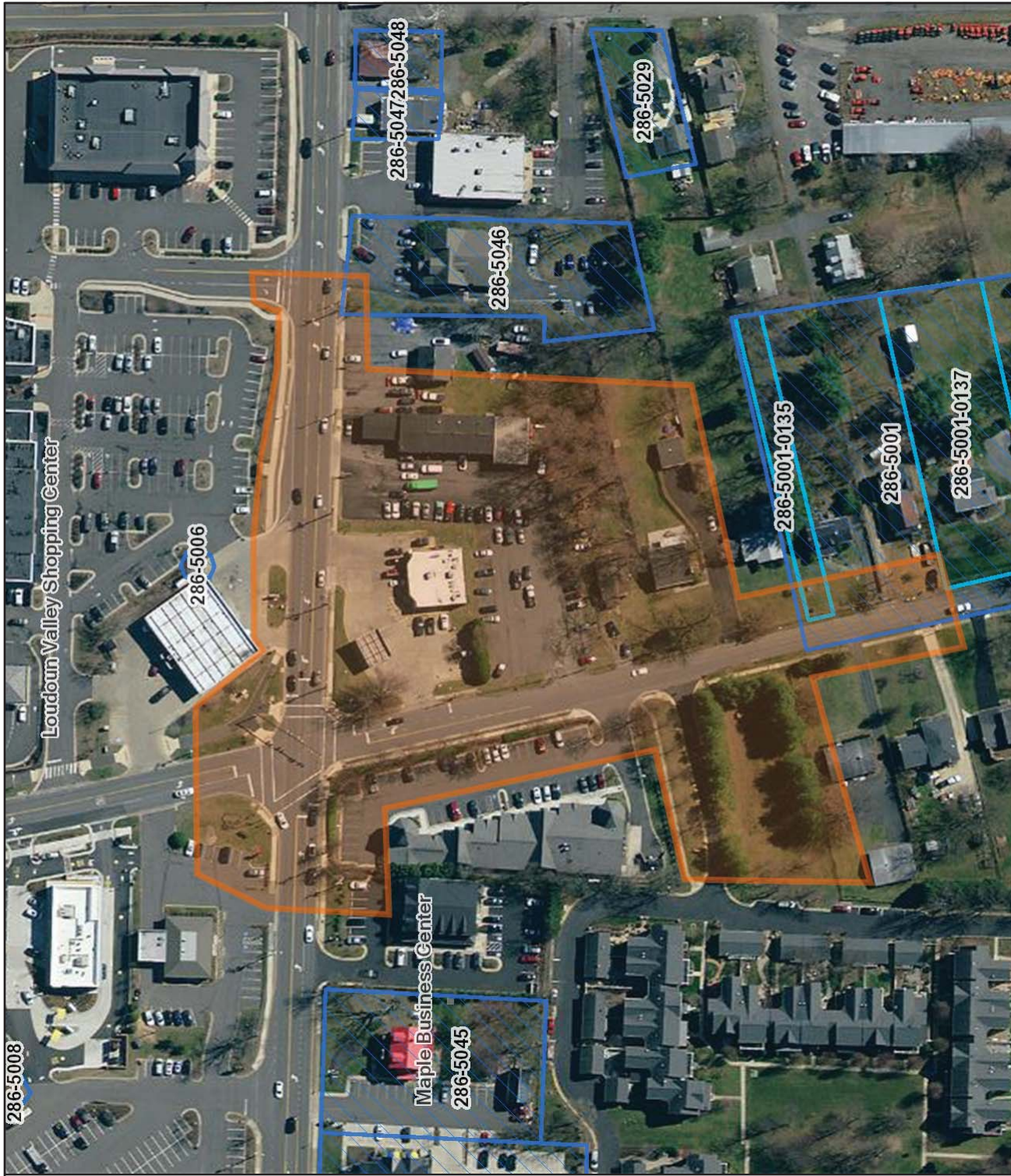
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Legend

-  Architecture Resources
-  Architecture Labels
-  Individual Historic District Properties
-  Archaeological Resources
-  Archaeology Labels
-  DHR Easements
-  USGS GIS Place names
-  County Boundaries



Title: Main St & Maple Ave Intersection Improvements

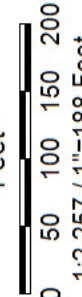
Date: 9/17/2019

DISCLAIMER: Records of the Virginia Department of Historic Resources (DHR) have been gathered over many years from a variety of sources and the representation depicted is a cumulative view of field observations over time and may not reflect current ground conditions. The map is for general information purposes and is not intended for engineering, legal or other site-specific uses. Map may contain errors and is provided "as-is". More information is available in the DHR Archives located at DHR's Richmond office.

Notice if AE sites: Locations of archaeological sites may be sensitive to the National Historic Preservation Act (NHPA), and the Archaeological Resources Protection Act (ARPA) and Code of Virginia §2.2-3705.7 (10). Release of precise locations may threaten archaeological sites and historic resources.



Feet





COMMONWEALTH of VIRGINIA

Department of Historic Resources

2801 Kensington Avenue, Richmond, Virginia 23221

Matt Strickler
Secretary of Natural Resources


Julie V. Langan
Director

Tel: (804) 367-2323
Fax: (804) 367-2391
www.dhr.virginia.gov

MEMORANDUM

DATE: 3 October 2019 **DHR File #** 2019-4177

TO: Ms Jessica Fleming

FROM:  Marc E. Holma, Architectural Historian (804) 482-6090
Office of Review and Compliance

PROJECT: Main Street and Maple Avenue Intersection Improvements
Town of Purcellville, Loudoun County

- This project will have an effect on historic resources. Based on the information provided, the effect will not be adverse.
- This project will have an adverse effect on historic properties. Further consultation with DHR is needed under Section 106 of the NHPA.
- Additional information is needed before we will be able to determine the effect of the project on historic resources. **Please see below.**
- No further identification efforts are warranted. No historic properties will be affected by the project. Should unidentified historic properties be discovered during implementation of the project, please notify DHR.
- We have previously reviewed this project. Attached is a copy of our correspondence.
- Other (Please see comments below)

COMMENTS:

Administrative Services
10 Courthouse Ave.
Petersburg, VA 23803
Tel: (804) 862-6408
Fax: (804) 862-6196

Eastern Region Office
2801 Kensington Avenue
Richmond, VA 23221
Tel: (804) 367-2323
Fax: (804) 367-2391

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5443
Fax: (540) 387-5446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7029
Fax: (540) 868-7033

Project Information

Project Name: Citywide Traffic Signal Improvements

Federal Project#: HSIP-5A27(673)

Project Number: U000-127-508

Project Type: Construction, Maintenance/Replacement

UPC: 110841

Charge Number:

Route Number: Varies

Route Type: Secondary and Urban

Project Limit--From: Varies, Multiple Termini

To: Varies, Multiple Termini

Project Description: The proposed project includes curb ramp upgrades, improved crosswalk alignments, pedestrian signal countdown displays and traffic signal upgrades to six intersections in the City of Richmond, including E. Cary at S. Jefferson St., E. Cary at S. Adams St., E. Cary at S. Foushee., Grace St. at N. Madison St., Grace St. at N. Monroe St., and Monument Ave. at N. Thompson St.

Additional Project Description: Work will include installation of controllers with cabinets, and new mast arms and poles, including luminaire mast arms if required. Installation of these features will require trenching, mill & overlay, conduit runs, junction brakes, and wiring. All construction and safety improvements will be completed within existing right-of-way and easements.

Purpose and Need: The purpose of the proposed project is to improve pedestrian accommodations and traffic signal displays throughout the City of Richmond. These improvements are needed to increase pedestrian safety throughout the City.

District: Richmond

City/County: City of Richmond

Residency: Richmond

The subject project meets the criteria for a Programmatic Categorical Exclusion in accordance with:

23 CFR 771.117

Description of PCE Category:

C-8: Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

UNUSUAL CIRCUMSTANCES (YES/NO):

- NO** Significant environmental impacts
Determination: Based on a review of the scope and location of the project by the City of Richmond Project Manager, the context and intensity of the impacts to the natural and human environment are not significant.
- NO** Substantial controversy on environmental grounds
Determination: Based on a review of the scope and location of the project by the City of Richmond Project Manager, no substantial controversy is anticipated.
- NO** Significant impact on properties protected by Section 4(f) of the Department of Transportation Act or Section 106 of the National Historic Preservation Act
Determination: Based on a review of the scope and location of the project by the City of Richmond Project Manager, and coordination with the SHPO, no significant impact to Section 4(f) or Section 106 properties will occur.
- NO** Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action
Determination: Based on a review of the scope and location of the project by the City of Richmond Project Manager, no inconsistencies with any Federal, State, or local law, and requirement or administrative determination are anticipated.

IMPACTS (YES/NO):

- NO** Involves acquisition of more than minor amounts of temporary or permanent right of way acquisition
Determination: The proposed project will be constructed entirely within existing right-of-way.
- NO** Involves acquisitions that result in more than limited residential and non-residential displacements, based on the context and intensity of the impact
Determination: No acquisitions/displacements are planned for the project footprint.
- NO** Results in capacity expansion of a roadway by addition of through lanes
Determination: This project will not involve the addition of through lanes.
- NO** Involves the construction of temporary access, or the closure of an existing road, bridge, or ramps, that would result in major traffic disruptions, based on the context and intensity of the impact
Determination: Only minor shoulder or lane closures may be required in a short-term application. Based on a review by the City of Richmond Project Manager, no major traffic disruptions are anticipated.
- NO** Results in a determination of adverse effect on historic properties pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. §306108)
Determination: The Virginia Department of Historic Resources concurred on 10/03/2019 that the project as proposed will have an effect on historic properties, however the effect will not be adverse.
- NO** Requires the use of properties protected by Section 4(f) (49 U.S.C. § 303/23 U.S.C. § 138) that cannot be documented with an FHWA *de minimis* determination, or a programmatic Section 4(f) evaluation signed by FHWA
Determination: Based on a review by the City of Richmond Project Manager, this project will not involve a use of any Section 4(f) properties.
- NO** Requires the acquisition of lands under the protection of Section 6(f) of the Land and Water Conservation Act of 1965 (54 U.S.C. § 200305) or other unique areas or special lands that were acquired in fee or easement with federal public-use-money and have deed restrictions or covenants on the property
Determination: There will be no acquisition of Section 6(f) properties or other unique areas or special lands.
- NO** Requires a U.S. Army Corps of Engineers Section 404 (33 U.S.C. § 1344) permit other than a Nationwide or a General Permit
Determination: The Site was delineated based upon the methodology outlined in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual on September 23, 2019 by the City of Richmond Project Manager. No wetlands or Waters of the U.S. were found onsite and therefore a Section 404 permit will not be required.
- NO** Requires a U.S. Coast Guard bridge permit (33 U.S.C. § 401)
Determination: The City of Richmond Project Manager reviewed the project scope and site location on September 23, 2019 and determined that the project does not require a U.S. Coast Guard bridge permit.
- NO** Requires work that will cause an increase of the flood level by more than one foot within a regulatory floodway of water courses or water bodies or work affecting the base floodplain (100-year flood) elevations of a water course or lake, pursuant to 23 CFR §650 subpart A
Determination: The City of Richmond Project Manager reviewed the project scope and site location on September 23, 2019 and determined that this project will not cause an increase of more than one foot in the flood levels in or adjacent to the project area.
- NO** Is defined as a “Type I project” per 23 CFR §772.5 and the VDOT noise manual for purposes of a noise analysis
Determination: Based on a review of VDOT guidance by the City of Richmond Project Manager, this project is not Type I and therefore does not require a noise analysis.
- NO** Is likely to adversely affect federally listed species or designated critical habitat, with the exception of a “may affect, likely to adversely affect” (MALAA) determination for the Northern Long-Eared Bat or Indiana Bat when the project is within the scope of the Section 7 range-wide programmatic consultation for those species
Determination: A review for impacts to federally listed species and designated critical habitat, including that for Bald Eagles, was completed on September 24, 2019 by the City of Richmond Project Manager. No federally listed species or habitat occur within the project area, therefore, will not be adversely affected.
- NO** Involves any known or potential hazardous materials issues that represent a substantial liability or require substantial regulatory negotiation to resolve. Sites representing substantial liability would not include minor issues such as low-level petroleum impacts or minimal solid waste
Determination: No known or potential hazardous materials issues that represent a substantial liability or require substantial regulatory negotiation to resolve are present as determined by the City of Richmond Project Manager, on 9/30/19.

- NO** Does not meet the provisions of the “Planning Documents and NEPA Approvals” document. In accordance with 23 CFR §450 and the FHWA/VDOT/Federal Transit Administration/Virginia Department of Rail and Public Transportation MOA Statewide Transportation Improvement Program (STIP) Procedures MOA, actions listed in 23 CFR §771.117(c) and 23 CFR §771.117(d) may be grouped
Determination: The project meets fiscal constraint requirements and is appropriately programmed in the STIP as Construction: Safety/ITS/Operational Improvements.
- NO** Causes disproportionately high and adverse effects on any minority or low-income populations
Determination: Based on a review of the project by the City of Richmond Project Manager, there will be no relocations, no displacements, no disruption of community, and no disruption of emergency services associated with this project. Therefore, no minority or low-income populations would be adversely impacted by the proposed project. Therefore, in accordance with the provisions of E.O. 12898 and FHWA Order 6640.23, no further Environmental Justice analysis is required.
- NO** Involves consideration of multiple NEPA alternatives
Determination: Based on a review of the project scope and location by the City of Richmond Project Manager, multiple NEPA alternatives will not be considered.
- NO** Is an action listed in 23 CFR §771.115(a)
Determination: This project is not one of, nor similar to, any of the six actions listed under 23 CFR §771.115(a).
- NO** Involves unusual circumstances, pursuant to 23 CFR §771.117(b)
Determination: This project does not involve any of the unusual circumstances enumerated under 23 CFR §771.117(b).

Palmer N. Stearns

3/25/20

Environmental Manager, CE Determination

Date

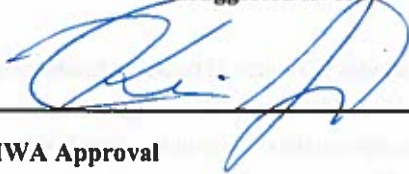
Project Information

Project Name:	Progress Park Extension	Federal Project #:	STP-098-1(045)
Project Number:	9999-098-840, C501, P101, R201	Project Type:	Construction
UPC:	115540	Charge Number:	616
Route Number:	9999	Route Type:	Secondary
Project Limit—From:	0.5 Mi. E. Int. Rte. 77	To:	Int. E. Lee Trinkle Dr. Rte. 792
Project in STIP:	Yes	In Long Range Plan?	Yes
Logical Termini and Independent Utility:	Yes	Next Phase of Funding Available?	Yes
Additional Project Description:	<p>The Progress Park Extension Project in Wythe County includes 2.3 miles of two-lane roadway on new location with 12 ft. travel lanes and 4 ft. paved shoulders. The Smart Scale Project begins at E. Lee Trinkle Drive at Progress Park Industrial Complex and extends two miles to Nye Road, a connector to I 77. It occurs on the eastern side of Wytheville along mostly open pasture and farmland. A new southbound exclusive left-turn lane (250 feet of storage/200 foot taper) will be constructed on Nye Road at the intersection with the Progress Park Extension. The roadway construction will include a new unsignalized intersection at Lover's Lane.</p>		
Purpose And Need:	<p>To improve access to the Progress Park Industrial Area by constructing approximately 2.3 miles of new two-lane roadway from E. Lee Trinkle Drive to Nye Road.</p>		
District:	City/County:	Residency:	
Bristol	Wythe	Wytheville	
Suggested Level of NEPA Document:	CE : d		
Description of CE Category:	<p>Additional actions which meet the criteria for a CE in the CEQ regulations (40 CFR §1508.4) and paragraph (a) of this section may be designated as CEs only after Administration approval unless otherwise authorized under an executed agreement pursuant to paragraph (g) of this section. The applicant shall submit documentation which demonstrates that the specific conditions or criteria for these CEs are satisfied and that significant environmental effects will not result.</p>		

VDOT Comments: The Progress Park Connector Road was reviewed as a Revenue Sharing project under VDOT's State Environmental Review Process (SERP) to minimize and avoid environmental impacts. It was presented as a build, no build concept at a recent public information meeting. The project connects Nye Road to E. Lee Trinkle Road, at the Industrial Area known as Progress Park. Nye Road provides direct access to I 77. VDOT will complete a Phase I Archeology Study and Architecture Study. The area is mostly open farmland for which a CPA 106 form and coordination with USDA Natural Resources Division will be done. An Air Study, Noise Study, Minority and Low Income Study, Relocation Report, Hazardous Materials Report and Threatened and Endangered Species Study will be completed. There is no individual permit required. The new road crosses two unnamed tributaries to Reed Creek, for which VDOT anticipates a Nationwide 23 water quality permit. There are two homes to be relocated. Tree cutting will be involved and a time of year restriction will be required. There are no recreational impacts, or outdoor easements associated with the project. The project is not anticipated to use any 4(f) or 6(f) properties. VDOT recommends, based on previous environmental reviews of the project area, that a CE under Category (d) is adequate to document any potentially significant impacts that can be mitigated to a no impact situation.

FHWA Comments:

We concur with the suggested level of NEPA document.



8/27/2019

FHWA Approval

Date

TO: John Simkins
FROM: John Muse
DATE: 08/07/2019

CATEGORICAL EXCLUSION (CE)

Date CE level document approved by VA FHWA Division: 02/16/2018
FHWA Contact: John Simkins
Route: 638
Route Type: Secondary
Project Type: Construction
State Project Number: 0638-076-209 C501
Federal Project Number: STP-5A01(811)
UPC: 107947

From: Jefferson Davis Highway
To: Smoke Court
County/City: Prince William County
District / Residency: NOVA

Project in STIP: Yes No
Project in Long Range Plan: Yes No N/A Project Outside of MPO Area
Next Phase of Funding Available: Yes No

Project Description: The project work consists of widening Neabsco Mills Road from a two lane undivided highway with shoulders to a four lane divided highway with a raised median and curb and gutter. Left and right turn lanes would be provided where warranted and feasible. The proposed improvements would begin at Jefferson Davis Highway (US Route 1) and terminate at Smoke Court (Route 1782), for a total of 0.942 miles. The project also includes landscaping, lighting, drainage improvements, utility relocations, signal modifications at US Route 1 and College Drive/Freedom High School, a 5-foot concrete sidewalk on the western side, and a 10-foot shared use path on the eastern side. Approximately 2.39 acres of permanent right of way acquisition is anticipated, with the potential for 19 impacted parcels. An additional 0.32 acres, from 6 parcels, would be required for permanent drainage easements. Temporary easements, totaling approximately 2.86 acres, would be required from 24 parcels.

CE Category 23 CFR 771.117: (d)
Description of CE Category: Additional actions which meet the criteria for a CE in the CEQ regulations (40 CFR §1508.4) and paragraph (a) of this section may be designated as CEs only after Administration approval unless otherwise authorized under an executed agreement pursuant to paragraph (g) of this section. The applicant shall submit documentation which demonstrates that the specific conditions or criteria for these CEs are satisfied and that significant environmental effects will not result.

USGS Map Attached Yes

Logical Termini and Independent Utility:
Yes N/A (For Non-highway construction only, explain in comments below)

Purpose and Need Statement: Heavy congestion on this two-lane facility is currently experienced throughout the day, especially during peak morning and evening periods when commuters are using Neabsco Mills Road (Route 638) to gain access to Interstate 95 (I-95) from Jefferson Davis Highway (Route 1) or vice versa. Additionally, there are no existing bicycle facilities and only limited pedestrian facilities in the project corridor, discouraging foot and bicycle traffic and creating hazardous conditions with motorists. The purpose of this project is to enhance traffic flow and improve multimodal safety by: (1) adding capacity to reduce traffic congestion, and (2) by providing bike/pedestrian access to address deficient facilities along the roadway corridor.

Comments: The proposed project has rational end points for both the transportation improvements and the environmental review. The project has independent utility and logical termini. No additional transportation improvements would be necessary.

Typical Section: The typical section for Neabsco Mills Road would have two 11-foot lanes in each direction, with a 15-foot raised median. The median would feature a 2% slope towards each lane, with a standard curb at the edge of the median. There would be a 2.5-foot standard curb and gutter on the north-bound side, with a 4-foot grass strip and a 5-foot concrete sidewalk. The south-bound side would feature a 2.5-foot standard curb and gutter, with a 7.5-foot grass strip and a 10-foot shared use path. The right of way would be variable, but would be a minimum of 98.5 feet.

Structures: This project does not involve any structures.

SOCIO-ECONOMIC	PRESENT		IMPACTS	
	YES	NO	YES	NO
Minority/Low Income Populations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disproportionate Impacts to Minority/Low Income Populations: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Existing or Planned Public Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Prince William County Comprehensive Plan (https://pwcgov.maps.arcgis.com/apps/MapJournal/index.html?appid=e0f9a883130f48cab392256d33382d33)				
Community Services Freedom High School and bus routes/access for the school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: 02/20/2018 Site Visit, Prince William County Comprehensive Plan (https://pwcgov.maps.arcgis.com/apps/MapJournal/index.html?appid=e0f9a883130f48cab392256d33382d33)				
Consistent with Local Land Use: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Source: Project Design Plans, 02/20/2018 Site Visit				
Existing or Planned Bicycle/Pedestrian Facilities:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Project Design Plans; 02/20/2018 Site Visit				
Comments: According to the US Census Bureau's American Community Survey, minority and low-income populations are present in the block groups surrounding the study area. However, there would be no residential, business, or non-profit relocations, and there would be no impacts community facilities or historic resources. In addition, there would be no significant air quality or noise impacts. No communities would be divided as a result of the proposed project. Therefore, there would no disproportionately high and adverse impacts to minority or low-income populations. There would be temporary impacts to school bus routes and access to Freedom High School during construction, but the County has coordinated with the school and the impacts would be minimized through use of a Maintenance of Traffic Plan. There are no existing public recreational facilities or bicycle or pedestrian facilities. However, the proposed action includes both a 5-foot concrete sidewalk and a 10-foot shared use path.				

SECTION 4(f) and SECTION 6(f)	YES	NO
Use of 4(f) Property: Acres of use: N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Resource: N/A		
Type of Resource:		
Individually Eligible Historic Property:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Contributing Element to Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Recreation Area:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Park:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Public Wildlife/Waterfowl Refuge:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Planned Public Park, Recreation Area, Wildlife or Waterfowl Refuge:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: U.S. Fish and Wildlife Service (USFWS) refuge mapper (https://www.fws.gov/refuges/maps/NWRS_National_Map.pdf); March 2018 Phase I Cultural Resource Survey; Prince William County Comprehensive Plan (https://pwcgov.maps.arcgis.com/apps/MapJournal/index.html?appid=e0f9a883130f48cab392256d33382d33)		
De Minimis:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Type of Use:		
Permanent:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*Constructive:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*Temporary Non 4(f) Use	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 4(f) Evaluation Attached:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conversion of 6(f) Property: Acres of Conversion: 0	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Project Design Plans, Land and Water Conservation Fund website (https://waso-lwcf.ncrc.nps.gov/public/index.cfm)		
Comments: No impacts to lands protection by Section 4(f) or Section 6(f) are anticipated.		

CULTURAL RESOURCES	COMPLETE	N/A
Source: March 2018 Phase I Cultural Resource Survey		
"No Effect" Pursuant to 1999 DHR Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Phase I Architecture Conducted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Phase II Architecture Conducted	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Phase I Archaeology Conducted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Phase II Archaeology Conducted	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 106 Effect Determination: No Effect		
DHR Concurrence on Effect: Yes <input checked="" type="checkbox"/> Date: 07/15/2018		
MOA Attached: Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Execution Date: / /		
Name of Historic Property: N/A		
Comments: According to the March 2018 Phase I Cultural Resource Survey, five aboveground resources over 50 years of age were identified in the project's Area of Potential Effects (APE). None of these resources were recommended as eligible for listing in the National Register of Historic Places (NRHP). The Phase I survey also included an archaeological evaluation within the project's APE. One isolated find was identified, and one previously-recorded resource was revisited. Both were recommended as not eligible for listing in the NRHP. On 07/05/2018, the Virginia Department of Historic Resources (DHR) issued its concurrence with the		

recommendations regarding NRHP eligibility and concluded the project (DHR File No. 2018-0091) would have No Effect on historic properties.

NATURAL RESOURCES	PRESENT		IMPACTS	
	YES	NO	YES	NO
Surface Water (Name: unnamed tributary to Neabsco Creek)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Project Design Plans; 02/20/2018 Wetland Delineation				
Federal Threatened or Endangered Species:				
Terrestrial:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Aquatic:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plants:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: February 2018 searches of USFWS, Virginia Department of Game and Inland Fisheries (DGIF), and Virginia Department of Conservation and Recreation (DCR) Natural Heritage databases; 02/20/2018 Site Visit; March 2018 coordination with USFWS				
100 Year Floodplain: If "Yes" then identify the regulatory floodway zone:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Federal Emergency Management Agency (FEMA) Firm Map Panel 51153C0306E (Prince William County, Virginia and Incorporated Areas); https://msc.fema.gov/portal				
Tidal Waters/Wetlands:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetlands:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Project Design Plans; 02/20/2018 Wetland Delineation				
	Yes		No	
Permits Required	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
Source: 02/20/2018 Wetland Delineation				
<p>Comments: Neither the DGIF nor DCR Natural Heritage database identified confirmed observations of any Federal threatened or endangered species within two miles of the project limits. The official species list from USFWS includes harperella (<i>Ptilimnium nodosum</i>) and the northern long-eared bat (NLEB) (<i>Myotis septentrionalis</i>). However, there is no habitat for harperella in the project area. There are no hibernacula or known roost trees for NLEB in the project area. However, due to the potential presence of the NLEB in the project vicinity, Prince William County will voluntarily commit to a time of year restriction (TOYR) for tree removal. No trees will be removed during the pup season, from 1 June to 31 July. This would protect the NLEB at the most vulnerable time in its lifecycle. With the County's voluntary adherence to the TOYR and a lack of confirmed observations of any federally-protected species in the project area, the proposed action would not impact Federal threatened or endangered species.</p> <p>On 03/02/2018, the USFWS responded to coordination with an email stating "I have completed my review of this project and have no further comments." Neither DGIF nor DCR responded to a request for comments on the project.</p> <p>There are no surface waters in the project limits. An unnamed tributary to Neabsco Creek flows just west of the project's limits of disturbance (LOD), and 0.047 acres of Resource Protection Area associated with this stream falls within the project LOD.</p>				

AGRICULTURAL/OPEN SPACE	PRESENT		IMPACTS	
	YES	NO	YES	NO
Open Space Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: 05/30/2018 search of VA Outdoors Foundation website (http://vof.maps.arcgis.com/home/index.html)				
Agricultural/Forestal Districts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Prince William County Mapper (https://gisweb.pwccgov.org/webapps/CountyMapper/), Agricultural & Forestal Districts layer				
Comments: There are no open space easements or agricultural/forestal districts in the project study area.				

FARMLAND	YES	NO
NRCS Form CPA-106 Attached: Rating:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alternatives Analysis Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Form CPA-106 is not attached check all that are applicable:		
Land already in Urban use:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Entire project in area <i>not</i> zoned agriculture:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NRCS responded within 45 days:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NRCS Determined no prime or unique farmland in the project area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: Project Design Plans; 02/20/2018 Site Visit; Prince William County Mapper (https://gisweb.pwccgov.org/webapps/CountyMapper/) zoning layer; 02/23/2018 scoping response from the Natural Resources Conservation Service (NRCS)		
Comments: In their 02/23/2018 scoping response, NRCS stated that the project area is “committed to urban uses.” The project area is zoned as General Business, Suburban Residential, and High Rise Office.		

INVASIVE SPECIES	PRESENT		
	YES	NO	UNKNOWN
Invasive Species in the project area:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
There is potential for invasive species to become established along the LOD of the project during and following construction. Section 244.02(c) of VDOT’s Road and Bridge Specifications (2016) includes provisions intended to control noxious weeds (which includes non-native and invasive species).			
While right of ways are at risk of invasive species colonization from adjacent properties, implementing the above provisions would reduce or minimize potential for introduction, proliferation, and spread of invasive species. Additionally, the implementation of best management practices for erosion/sediment control and abatement of pollutant loading would minimize indirect impacts to adjoining communities and habitat by reducing excess nutrient loads that could encourage invasive species proliferation.			
Comments: None.			

AIR QUALITY		
Carbon Monoxide (CO)	Yes	No
This project is located in a CO <input checked="" type="checkbox"/> Attainment Area <input type="checkbox"/> Maintenance Area		
CO Hotspot Analysis Required? (if "Yes", please attach analysis) <input type="checkbox"/> <input checked="" type="checkbox"/>		
If "No", indicate which exemption it falls under: <input type="checkbox"/> Exempt project under 40 CFR 93.126. <input checked="" type="checkbox"/> Exempt project based on traffic volumes below thresholds in the current VDOT Project Level Air Quality Studies Agreement with FHWA/EPA.		
Ozone		
This project is located in an Ozone <input type="checkbox"/> Attainment Area <input type="checkbox"/> Maintenance Area <input checked="" type="checkbox"/> Nonattainment Area <input type="checkbox"/> Early Action Compact Area		
Only projects located in ozone nonattainment or maintenance areas must complete this box <input type="checkbox"/> Exempt from regional emissions requirements under 40 CFR 93.126 or 40 CFR 93.127. <input checked="" type="checkbox"/> Properly programmed in the National Capital Region Transportation Planning Board's 2016 CLRP and FY 2017-2022 TIP. <input type="checkbox"/> The project is not regionally significant and/or is not of a type that would normally be included in the regional transportation model. <input type="checkbox"/> This project is regionally significant; however the project was not modeled, or the scope of the project is not consistent with what was modeled in the currently conforming CLRP and TIP.		
Fine Particulate Matter (PM2.5)	Yes	No
This project is located in a PM _{2.5} <input type="checkbox"/> Nonattainment Area <input type="checkbox"/> Maintenance Area <input checked="" type="checkbox"/> Attainment Area (if checked, do not fill out box below)		
PM _{2.5} Hotspot Analysis Required? (If "Yes", Please Attach Analysis) <input type="checkbox"/> <input checked="" type="checkbox"/>		
Check all that apply; <input type="checkbox"/> A. Exempt project under 40 CFR 93.126, Table 2. <input type="checkbox"/> B. Not a project of air quality concern under 40 CFR 93.123(b)(1)(i) thru (v). <input type="checkbox"/> C. Properly programmed in the CLRP and FY - TIP. <input type="checkbox"/> D. This project is regionally significant; however the project was not modeled, or its scope is not consistent with what was modeled, in the currently conforming CLRP and TIP.		
If "B" is checked above, please indicate the following for highway projects; Design Year _____, Peak AADT _____, Peak Diesel Truck % _____		
Mobile Source Air Toxics (MSAT)		
This project <input type="checkbox"/> is exempt with no meaningful potential MSAT effects <input checked="" type="checkbox"/> is one with low potential MSAT effects (attach qualitative MSAT analysis) <input type="checkbox"/> is one with high potential MSAT effects (attach quantitative MSAT analysis)		
Check all that apply; <input type="checkbox"/> Exempt project under 40 CFR 93.126, or qualifies as a CE under 23 CFR 771.117(c). <input checked="" type="checkbox"/> Project with no meaningful impact on traffic volumes or vehicle mix.		
If a qualitative MSAT analysis is required, please indicate the following for highway projects; Design Year: 2042 Peak AADT: 81,000		
Source: EPA Greenbook (https://www.epa.gov/green-book); Air Quality Analysis Technical Report for Widening and Improvements of Neabsco Mills Road (Route 638) to a 4-Lane Divided Highway VDOT Project #: 0638-076-209 C501, UPC Number: 107947 (August 2018)		

Comments: The Air Quality Technical Report indicates that the project would meet all applicable air quality requirements of the National Environmental Policy Act (NEPA) and federal and state transportation conformity regulations. As such, the project will not cause or contribute to a new violation, increase the frequency or severity of any violation, or delay timely attainment of the National Ambient Air Quality Standards established by the Environmental Protection Agency (EPA). A weight-of-evidence approach was applied for one intersection to show compliance with the thresholds specified or referenced in the 2016 FHWA-VDOT Programmatic Agreement for Project-Level Air Quality Analyses for Carbon Monoxide.

NOISE	YES	NO
Type I Project:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: Project Design Plans		
Noise Analysis Attached:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Barriers Under Consideration:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: <i>Traffic Noise Assessment Technical Memorandum for the Neabsco Mills Road (Route 638) Widening and Improvements Project in Prince William County, Virginia (August 2018, prepared by HMMH)</i>		
<p>Comments: This is a Type I project (23 CFR 772.5) since it includes the addition of through lanes. Traffic noise impacts are not expected to occur at the single-family home located at 15150 Neabsco Mills Road in the Design Year (2042) with the Build alternative, since the predicted noise levels at the house, which is approximately 66 feet from the edge of the closest southbound travel lane, are less than FHWA's noise abatement criteria (NAC) for Activity Category B (67 A-weighted decibels, or dBA). Furthermore, noise abatement by means of a noise barrier is not feasible, since this residence has driveway access to and from Neabsco Mills Road. Breaks in a noise barrier to allow for driveway access would reduce the effectiveness of the noise barrier, such that the minimum noise reduction design goal of 5 dBA for acoustical feasibility is not achievable.</p> <p>Traffic noise levels at the Freedom High School track and athletic field are expected to be less than 60 dBA, below the FHWA NAC for Activity Category C.</p> <p>Traffic noise levels at the exterior activity areas at the Northern Virginia Community College are expected to be less than 60 dBA, below the FHWA NAC for Activity Category C.</p> <p>The Harvest Life Changers Church at 15505 Neabsco Mills Road is under construction. No apparent exterior activity areas at the church were observed; therefore, land use would be considered as FHWA Activity Category D, for which an interior limit would apply. Since the façade of the church is roughly 140 feet from the edge of Neabsco Mills Road and partially shielded from the road by the large retaining wall that supports the parking lot, interior noise levels are expected to be below the FHWA NAC for Activity Category D.</p>		

RIGHT OF WAY AND RELOCATIONS	YES	NO
Residential Relocations: If "Yes", number:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Prince William County Mapper (https://gisweb.pwcgov.org/webapps/CountyMapper/); Project Design Plans; 02/20/2018 Site Visit		
Commercial Relocations: If "Yes", number:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Prince William County Mapper (https://gisweb.pwcgov.org/webapps/CountyMapper/); Project Design Plans; 02/20/2018 Site Visit		

Non-profit Relocations: If "Yes", number:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Prince William County Mapper (https://gisweb.pwcgov.org/webapps/CountyMapper/); Project Design Plans; 02/20/2018 Site Visit		
Right of Way required: If "Yes", acreage amount: 2.39 acres of permanent take, 0.32 acres of permanent drainage easements, and 2.86 acres of temporary construction easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: Project Design Plans (right of way data sheet)		

	PRESENT		IMPACTS	
	YES	NO	YES	NO
Septic Systems, Wells, or Public Water Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: https://www.pwcsa.org/what-we-do/water-quality-faq ; 03/06/2018 scoping response from Virginia Department of Health; Prince William County Mapper (https://gisweb.pwcgov.org/webapps/CountyMapper/);				
Hazardous Materials:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: July 2018 Phase I Environmental Site Assessment (ESA) report, Project Design Plans, 02/20/2018 Site Visit				
Comments: A Phase I ESA was performed in accordance with the American Society for Testing and Materials (ASTM) method E1527-13, and recommended completion of a Phase II ESA for two properties. These properties include a petroleum fueling station with known contamination; and a historic petroleum fueling station, which had a spill in the past. In both cases, it is possible to encounter petroleum vapor and petroleum contaminated soil and/or groundwater during excavation.				

CUMULATIVE AND INDIRECT IMPACTS	PRESENT		
	YES	NO	N/A
Present or reasonably foreseeable future projects (highway and non-highway) in the area:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Impact same resources as the proposed highway project (i.e. cumulative impacts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indirect (Secondary) impacts:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: VDOT FY18 Final 6-Year Improvement Program (http://syip.virginiadot.org/Pages/allProjects.aspx); Prince William County Comprehensive Plan (https://pwcgov.maps.arcgis.com/apps/MapJournal/index.html?appid=e0f9a883130f48cab392256d33382d33)			
Comments: The Transportation section of the Prince William County Comprehensive Plan discusses the integration of transportation planning with land use planning by incorporating ten principles of Smart Growth. Based on information from the VDOT 6-Year Improvement Program and the Prince William County Comprehensive Plan, there are 16 proposed projects within 1-mile of the proposed action. This includes 11 road improvement projects, one sidewalk improvement project, a garage/park and ride lot at Potomac Town Center, and three utility towers. The roadway projects were considered along with the proposed project to ensure that there would not be a significant increase in vehicular traffic as a result of future development along Neabsco Mills Road. This project would not impact the same resources or cause secondary impacts to the physical, natural, or human environment in the region.			

PUBLIC INVOLVEMENT	YES	NO
Substantial Controversy on Environmental Grounds:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Source: Citizens Information Meeting (CIM) and responses to scoping requests.		
Public Hearing: If "Yes", type of hearing: Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Public Involvement Activities: If "Yes", type of Involvement: Citizens Information Meeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Source: N/A		
<p>Comments: Prince William County held a CIM on 05/21/2018. Five citizens attended, including one representing Freedom High School and another representing Northern Virginia Community College (NOVA). No comments unsupportive of the project were received, but NOVA expressed concern about cut-through traffic on the improved road.</p> <p>A Design Public Hearing was held at Freedom High School in Woodbridge, Virginia on September 26, 2018 from 7:00 pm to 9:00 pm. A total of 19 citizens, Prince William County and VDOT staff attended the hearing. One (1) verbal comment and seven (7) written comments were received during the public comment period. These comments were limited to whether the proposed design met the needs for Neabsco Mills Road and if there was support of the project. None of the comments were associated with the environmental document or the due diligence conducted in support of the National Environmental Policy Act (NEPA).</p>		

COORDINATION

The following agencies were contacted during development of this study:

- Prince William County Planning Department
- Prince William County Public Schools
- Virginia Department of Agriculture and Consumer Services
- Virginia Department of Conservation and Recreation – Natural Heritage
- Virginia Department of Environmental Quality
- Virginia Department of Forestry
- Virginia Department of Game and Inland Fisheries
- Virginia Department of Historic Resources
- Virginia Marine Resources Commission
- Virginia Outdoors Foundation
- National Marine Fisheries Service
- Natural Resources Conservation Service
- US Army Corps of Engineers
- US Fish and Wildlife Service

This project meets the criteria for a Categorical Exclusion pursuant to 40 CFR 1508.4 and 23 CFR 771.117 and will not result in significant impacts to the human or natural environment.

Documentation of FHWA Review

Project Name: Neabsco Mills Road Widening

State Project Number: 0638-076-209

UPC: 107947

Based on preliminary environmental impact information compiled by VDOT, FHWA approved this project as a Categorical Exclusion on February 16, 2018. Based on my review of the Categorical Exclusion documentation submitted by VDOT, I find this information acceptable and sufficient as supporting documentation to support the original Categorical Exclusion determination.

John Dimkins

Approving FHWA Official

8/8/19

Date

Mr. Michael T. Wilder
VIRGINIA DEPARTMENT OF TRANSPORTATION
 7511 Burbage Drive
 Suffolk, VA 23435

SUBJECT: BW00-047-103, C-501

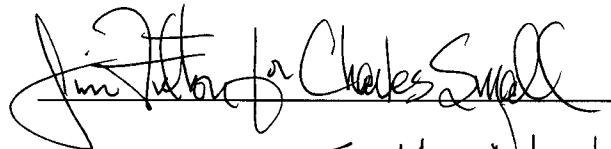
UTILITY OWNER: Verizon Virginia LLC

Dear Sir:

In reply to your letter of March 10, 2020, confirming the utility inspection held on the above-noted project, which is scheduled to be advertised on December 14, 2021, we wish to inform you that the conditions checked in the blocks below apply:

- 1. It is necessary to adjust our existing facilities at project cost. A plan and Estimate will be prepared and will be ready for submittal on or before **July 30, 2020**.
- 2. It is necessary to adjust our existing facilities at no cost to the project.
- 3. It is necessary to install new facilities on this project.
- 4. It is expected to have all adjustment work and new work completed prior to project advertisement of highway contract.
- 5. It is not expected to have all adjustment work and/or new work completed prior to project advertisement of highway contract. (When adjustment work or new work is to be performed in conjunction with the highway construction at no cost to the project, three sets of general sketches of the proposed work and an explanation are to be submitted as soon as possible and not later than two months prior to project advertisement.) Detailed information for work to be covered by a special provision will be submitted no later than: July 30, 2020.
- 6. Attachments to highway bridge structure will be requested. Details of the attachment will be submitted by: N/A.
- 7. The State has been requested to acquire replacement easements. Details of the proposed easement will be submitted by: **April 20, 2020**.
- 8. It is desirable to have certain utility work included in the highway contract to be performed by the highway contractor. (See utilities Relocations Procedures Manual, chapter, VIII, Sections E and F.) Preliminary plans and specifications of this work will be submitted on or before: **July 30, 2020**. Final drawings will be submitted on or before: **July 5, 2021**
- 9. The relocation or adjustment of our facilities will not affect the navigable waters or wetlands areas.
- 10. We are forwarding required navigable water and wetland permit information to be included with the Virginia Department of Transportation permit application.
- 11. We will make application for the necessary navigable water and wetland permit.

Very truly yours,



Title: See Map - Network DSP

Date: 3/18/20

Sheet 1 of 1

Project: 0033-042-108, R201

UPC: 56181

Determination of Cost
Responsibility Made By:
Andrew M Franzysheh
Date: 08/29/2016

Utility Owner: LUMOS
Utility Owner Rep.: Jared Morris
VDOT Rep.: Michael T. Wilder

Date of Utility Field Inspection: 01/20/2015

Project Prorate: State 100% Utility 0% (Percentage to be determined to the nearest tenth.)

SHOW ALL FACILITIES WITHIN THE PROJECT LIMITS AND PROPOSED RIGHT OF WAY LINES (INCLUDING CONNECTIONS).												
Plan Sheet No.	Route or Street	Type and/or Size Facility **See Legend		Stations From - To	L or R	Distance from Center Line	Relation to Existing Hwy. R/W ***		Cost Resp UT or ST	*Auth. Docum.	Units Used to Determine Cost Resp.	Remarks
		Type	Size/Pole No.				ON	OFF				
4	623	P	KB69	211+35	R	23		X	ST		X	CONFLICT
4	33	P	XC11	117+56	L	21		X	ST		X	CONFLICT
4	33	P	XC45	120+15	L	22		X	ST		X	CONFLICT
5	623	U/G	FO	201+00-206+30	R	VAR		530	ST		530	CONFLICT
5	623	P	VC70	204+58	L	38		X	ST		X	CONFLICT
5	623	P	WB27	206+30	R	85		X	ST		X	CONFLICT
7	33	P	XC38	123+99	L	28		X	ST		X	CONFLICT
7	33	P	XD15	124+00	R	45		X	ST		X	CONFLICT

* From the list below, select the appropriate authority or documentation which makes the state responsible for the cost of the utility and indicate same in the "Authority or Documentation" column by referring to the corresponding number:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> 1. 33.1-44 used on urban projects for utilities owned by a municipality, public utility district or public utility authority 2. 33.1-55 (a) used on Interstate in cities or towns for utilities located in city streets. 3. 33.1-55 (b) used on Arterial projects for utilities owned by a county, city, town or public utility authority located in existing streets. 4. 33.1-56 used on Interstate and Primary projects in counties for all utilities owned by a county or political subdivision of the state or county and for water or sanitary sewer owned by a city or town located extending into any county. | <ol style="list-style-type: none"> 5. 33.1-69.2 used on secondary projects for utilities owned by county, city, town, authority or district. 6. 33.1-269 used on certain bond projects. 7. 33.1-96 used for utilities located on private property. 8. Prior rights. 9. Prior agreements (provide date) 10. (other) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

** P=Pole, T=Buried Tel. Cable, TC=Tel. Conduit, PD=Pedestal, G=Gas, W=Water, S=Sewer, SFM=Sewer Force Main, MH=Manhole, TV=Buried Cable TV, UE=Underground Electric

***Use Linear Meters (linear feet) in the proper column for entry of underground utilities and an X or ✓ for other units not requiring a length of measurement.

Virginia Department of Transportation

Appendix No. 9
UT-11
Revised 3-30-16

UTILITY COST ESTIMATE FORMAT

Name of Utility Co. Lumos Networks / Segra Ut. Co. W.O. No. 810908-001
State Project No. 0006-043-760 , C501 Date 2/25/2019

			ESTIMATE	FINAL COST
A.	Engineering			
	1. Salaries		\$2846.32	
	2. Additives _____%	(_____)		
		<i>Explain</i>		
	3. Misc. Expenses	(_____)		
		<i>Explain</i>		
		TOTAL		
B.	Right of Way Acquisition			
	1. Salaries			
	2. Additives _____%	(_____)		
		<i>Explain</i>		
	3. Misc. Expenses	(_____)		
		<i>Explain</i>		
		TOTAL		
C.	Construction (Permanent and Temporary)			
	1. Salaries (<i>Company</i>)		\$3504.00	
	2. Additives _____%	(_____)		
		<i>Explain</i>		
	3. Misc. Expenses	(_____)		
		<i>Explain</i>		
	4. Contract Labor Cost		\$11,116.76	
	5. Material Cost (<i>Attach Itemize List</i>)		\$2227.54	
	6. Salvage Credit (<i>Attach Itemize List</i>)	(_____)		(_____)
	7. Handling Charges, Supply Expenses, Etc.			
	8. Equipment			
	9. Other Expenses Not Provided for Above			
		TOTAL	\$19,694.62	
D.	General Engineering, Supervising, Accounting, Legal & Insurance			
E.	Total A, B, C, and D			
F.	Less Expired Service Life Credit (<i>Itemize</i>)	(_____)		(_____)
G.	Less Betterment Credit (<i>Itemize</i>)	(_____)		(_____)
H.	Total Nonbetterment Cost			
I.	Less Utility Company's Cost _____ 50% _____ %			
J.	Total Estimated State Cost _____ 50% _____ %		\$9847.31	

ESTIMATE APPROVED BY: *Carol Bowman*
SIGNED: *Carol Bowman*
TITLE: *Asst. Engineer*

DATE: *2/25/19*
DATE: *2/25/19*

Estimate to be submitted with plans, narrative statement, contract work request (if applicable), work schedule and real property interest documentation. (See plan and estimate check list Appendix 21 concerning all needed information with plan and estimate).

If temporary work is required, provide a separate list itemizing material to be installed and removed.

13. CERTIFICATION
MAP-21 S.1518 BUY AMERICA Materials Certification

I certify that all of the materials, subject to the requirements of MAP-21 S.1518 BUY AMERICA, listed within the invoice(s) submitted, and installed along the subject project were purchased and manufactured in compliance with the BUY AMERICA statute guidelines.

Lumos Networks
(Utility Owner)
By: Craig Bunn
(Authorized Representative)

FINAL BILLING CHECK LIST

Project No.: _____	Amt. of Final Billing:	\$ _____
UPC: _____	Amt. of Progress Billings:	\$ _____
Name of Utility Co.: _____	Total Relocation Cost:	\$ _____
	Amt. of Approved Estimate:	\$ _____
	Amt. of Underrun:	\$ _____

Indicate yes, no, or n/a in space provided by each item:

- () 1. Does invoice state that it is a Final Billing?
- () 2. Has name and address of utility company been shown?
- () 3. Has TIN or SS Number been shown?
- () 4. Who authorized work and when? By: _____ Date: _____
- () 5. Are starting and completion dates shown on invoice?
- () 6. Does final billing agree with the approved prorate?
- () 7. Are previous progress billing numbers and amounts shown?
- () 8. Has FD-AP-01 been signed?
- () 9. Has permit application been received? Permit number assigned
- () 10. Has location of records and name of utility company official been shown on invoice?
- () 11. Is FD-AP-01 coded correctly?
- () 12. Does bill differ from estimate by more than 10% and the difference is more than \$2,000.00. (Check individual category)?
- () 13. Is overrun/underrun letter included?
- () 14. If so, is explanation reasonable? _____
- () 15. Is copy of Detail of Materials included? (Both installed and removed)
- () 16. Does final bill material quantities agree with approved quantities?
- () 17. Has certification been included?
- () 18. Has summary of Inspector's records, as-built plans, or statement from Residency been included?
- () 19. Is sufficient betterment credit allowed?
- () 20. Has betterment credit been recalculated to reflect actual quantities and costs?
- () 21. Is sufficient salvage credit allowed?
- () 22. Are there any other materials with salvage value which have to be sold and the proceeds credited to the project?
- () 23. Is "MAP 21 Buy America" Certification included?
- () 24. Comments _____

By: _____
Title: _____

Date: _____

PROGRESS BILLING CHECK LIST

Project No.: _____ UPC: _____

Name of Utility Company: _____

Amount of Estimate (VDOT Share): _____

Amount of Progress Billings to Date (VDOT Share): _____

Amount of Progress Billings this Invoice (VDOT Share): _____

Indicate yes, no, or n/a in space provided by each item:

- () 1. Does invoice state Progress Billing Number (1, 2, 3, etc...)?
- () 2. Has name and address of utility company been shown?
- () 3. Has TIN or SS Number of utility company been shown?
- () 4. Who authorized work and when? By: _____ Date: _____
- () 5. Are starting and ending dates that costs were incurred shown on invoice?
- () 6. Is cost responsibility prorated applied to billing?
- () 7. Are there any previous billings?* If yes, show amounts: _____
- () 8. Has FD-AP-01 been signed?
- () 9. Is bill coded correctly?

By: _____

Date: _____

Title: _____

*Notes: Total progress billing shall not exceed 90% of the approved estimated project cost and shall be for a minimum of \$1000. Bill to be pro-rated in accordance with the approved estimate. Costs shall be broken down to categorize, engineering, right of way, company labor, contract labor, equipment and etc. to be included with invoice.

PLAN AND ESTIMATE CHECKLIST

Utility Owner _____	Estimate Amount _____ \$	
Project _____	Authorized Utility Co Share \$ _____	%
UPC _____	Authorized VDOT Share \$ _____	%

(Indicate Yes, No, or N/A in space provided by each item)

- () 1. Check Form UT-9 to determine responsibility of payment. Does it agree with utility plans and estimate?
- () 2. Does permit inventory (LUPS) show any new facilities which have been installed?
- () 3. Is there a narrative statement describing existing and proposed facilities?
- () 4. Do plans show existing and proposed right of way lines?
- () 5. Are utilities referenced to road plan stations?
- () 6. Do plans contain legend?
- () 7. Do plans show existing and proposed utility facilities?
- () 8. Is temporary work necessary?
- () 9. Does proposed adjustment conflict with road construction or other utility adjustments?
- () 10. Is special provision necessary?
- () 11. Are profiles or cross-sections of proposed crossings included?
- () 12. Has proposed adjustment been checked with all highway plan revisions?
- () 13. Does plan and estimate include only state responsibility portion of adjustment?
- () 14. Does plan and estimate include total adjustment with State's responsibility pro-rated?
- () 15. Do estimate and plan quantities agree?
- () 16. In your opinion, do plans show most practical and economical adjustment?
- () 17. Do plans show betterment?
- () 18. Is betterment credit allowed in estimate? Check breakdown.
- () 19. Conduit:
 - () a. Is underground conduit proposed?
 - () b. Is there sufficient justification for number of ducts proposed?
 - () c. Are bridge attachments proposed?
- () 20. In your opinion, does estimate show an unreasonable costs? (Engineering, right of way, material, force labor, contract labor, etc.) If "yes" explain in comments.
- () 21. Is utility company requesting use of contract work?
Is request adequate? ()
- () 22. Does estimate provide sufficient salvage credit? Check breakdown.
- () 23. Is work schedule included?
- () 24. Interstate:
 - () a. Does adjustment generally conform to AASHTO Policy?
 - () b. Are proposed poles, anchors, manholes, etc., located within limited access right of way?
 - () c. If so, is there any alternative?
 - () d. Are aerial and underground crossings held to a minimum?
- () 25. Primary:
 - () a. Are proposed facilities located on right of way?
 - () b. Is right of way 33.53 meters (110 feet) or over?
 - () c. Has utility signed comprehensive agreement?
 - () d. Are proposed facilities located according to agreement?
- () 26. Is information on real property interest and/or rights included?
- () 27. "MAP 21 Buy America Complaint" included?

LIST ANY COMMENT REGARDING PLANS AND ESTIMATE ON BACK OF FORM.

BY _____ DATE _____

Copy of this checklist should be maintained in the utility file on each project.

**PS & E Submittal Package
Locality Transmittal**

To: VDOT
 From: Scott Frechem, P.E. Project Manager
 Date: July 17, 2018
 Re: PS&E Review
 Project Number: 0168-131-S30
 UPC: 108790

The City of Chesapeake hereby submits the following as required for Plans, Specification and Estimate review in order to receive authorization to Advertise/Construct the above referenced highway project.

Required Submittal	
x	Current Engineer's Estimate (dated within the last 90 days)
x	Final Invitation for Bid and Contract Documents (2 sets)
x	Complete set of Plans
x	Signed Mylar Title Sheet
x	Federal Criteria for Award Certification (Appendix 12.6-B)
<input type="checkbox"/>	Evidence that additional funds if required have been identified and Project Agreement has been modified
x	Evidence that a willingness to hold a public hearing was posted or evidence of having held a public hearing or that a decision that a willingness was not necessary was made during scoping (See CH 12.4.5)
<input type="checkbox"/>	SMART Scale funded projects only: <input type="checkbox"/> No changes or additions in scope have been made since the application for SMART Scale funds was submitted that will impact the project benefit regardless of impact to budget. <OR> <input type="checkbox"/> Scoping changes did occur and the project was re-evaluated and re-scored if necessary.



Local Government Project Manager (City Manager, County Administrator, City Engineer or County Director of Public Works or designated authority to sign)

7/17/2018
Date

cc: Project file
 VDOT Project Coordinator
 VDOT Local Assistance Director (Form only)

(LAP 402A) LOCALITY CERTIFICATION OF DOCUMENTS

(To be completed by LPA Project Manager)

STATE PROJECT#: EN14-138-101

FEDERAL PROJECT #: TEA-5138(201)

UPC: 106055

- NEPA Document
- Permits (if applicable) N/A
- Waivers & Design Exceptions (includes criteria)
- Right of Way Certification (includes Railroad & Utilities certifications)
- Agreements (includes Railroad, Utilities and Right of Way)
- Public Hearing/Willingness/Waiver requirements per LAP Manual Ch 12.4 have been met
- Design is in accordance with appropriate Design Criteria or Waiver
- Sequence of Construction/Transportation Management Plan (TMP) (required for roadway projects) N/A
- Plans / No-Plan Assembly
- Proposal
 - Required Forms
 - Required Federal Provisions & Current Wage Rates
 - Environmental Permits (if applicable) N/A
 - Project Specific Provisions
- Engineer's Estimate (dated within 90 days of advertisement) including Construction Engineering & Inspection (CEI), Contingency, Local Forces, Contract Requirements, & Railroad Cost for Budget
- Environmental Certification EQ-103 (provided by VDOT)
- PS&E Re-evaluation (provided by VDOT)
- R/W Certificate No. 1 Date 8/23/19 (provided by VDOT)

I certify for the subject project the required items listed above and necessary for federal authorization to advertise have been completed, checked and the Proposal & Plans have been prepared in accordance with the standards and requirements included in the Locally Administered Projects Manual and are attached.

<u>Kelly B. Henshaw</u>	<u>Kelly Henshaw</u>	<u>8-23-19</u>
Locality Project Manager	Printed Name	Date

VDOT DISTRICT CERTIFICATION

I certify for the subject project the required items listed above and necessary for federal authorization to advertise have been completed, reviewed by District staff, entered into iPM where applicable, and the Proposal & Plans have been prepared in accordance with the standards and requirements included in the Locally Administered Projects Manual and are attached.

<u>[Signature]</u>	<u>8-28-19</u>
VDOT District Administrator or Designee	Date

**Design-Build Project
(LAP 402A) CERTIFICATION OF DOCUMENTS
(To be completed by LPA Project Manager)
RT 28 Prince William County/ Fairfax County line to RT 29**

STATE PROJECT #: VDOT Project 0028-029-269, P101, R201, C501
 FEDERAL PROJECT #: P101: NHPP-5A01(810); R201: NHPP-5B01(078); C501: NHPP-5B01(079)
 UPC: 108720

- Environmental: All identified environmental commitments has been included in the RFP
- Permits: Design-Builder responsible for obtaining all necessary permits
- Design: Design-Builder required to completed design per RFP in accordance with Standards, Specifications, and Reference Documents listed in RFP or obtain appropriate exceptions or waivers.
- Right of Way: Design-Builder responsible for right of way acquisition per RFP of fee simple, permanent, and temporary easements.
- Utility: Design-Builder responsible for utility relocations per RFP.
- Public Involvement:
 - Type Public Information meeting: Date: 4/3/18 Locality Design-Builder N/A
 - Type Public Information meeting: Date: 3/12/19 Locality Design-Builder N/A
 - Type Design Public Hearing: Date: 9/23/19 Locality Design-Builder N/A
- Federal Aid Project Information: including Minimum Wage Rates and EEO provisions has been included in the RFP.
- Hazardous wastes have been identified when appropriate, and provisions are provided within the RFP for their safe disposal. The Design-Builder is required to conduct Phase I Environmental Site Assessment (ESA), and when conditions merit, required to conduct a Phase II ESA prior to acquiring right of way per RFP.
- Project conforms with Statewide and Metropolitan Transportation Planning Requirements.

LOCALITY CERTIFICATION

I certify for the subject project the required items listed above, as necessary for federal authorization to advertise have been completed or incorporated in the RFP, checked, and the Proposal & Plans have been prepared in accordance with all applicable state/federal regulations, codes, standards, and with requirements included in the "Locally Administered Projects Manual" and the "Guidance for Locally Administered Design Build Projects Roles and Responsibilities".

James R. Beall JAMES R. BEALL 9/5/2019
 Locality Project Manager Printed Name Date

VDOT CONCURRENCE

Per the "Locally Administered Projects Manual" and functions outlined in the "Guidance for Locally Administered Design Build Projects - Roles and Responsibilities", VDOT's review of the Design-Build RFP and RFP plans have not disclosed any non-compliance with applicable state/federal regulations, standards, and policies as necessary to receive federal authorization to advertise the subject project.

DISTRICT: *Amir Salahshoor* 9/5/19
 Amir Salahshoor, P.E., Assistant District LAP Manager Date

DISTRICT: *Bud Siegel* 09/05/19
 Bud Siegel, P.E., District LAP Manager Date

DISTRICT: *Nicholas Roper* 9/6/19
 Nicholas Roper, P.E. ADA Project Development Engineer Date

CO APD: *Jeffrey Roby* 9/9/19
 Jeffrey Roby, P.E., DBIA, Assistant State Engineer APD Date

Appendix 5-A

Certification Form for State Funded Projects

Project Number: 0606-089-606, C501

UPC: 98170

This certification form is to be used to certify adherence to all applicable laws and regulations pertaining to locally administered state funded projects. This certification form will not be used for projects utilizing any federal funds. The signature at the bottom will certify that **Stafford County** has met the following requirements for state funded projects. VDOT may perform project audits to verify compliance with this certification. False or inaccurate statements identified by VDOT or other state regulatory agencies may result in the requirement to return state aid and/or other penalties as allowed by State law.

Initials	Certification Statement
AEO	<p>Check applicable statement: (Check only one box)</p> <p><input type="checkbox"/> For highways maintained by the LPA, project plans have been designed in accordance with AASHTO standards and signed and sealed by a Virginia registered P.E. in accordance with DPOR;</p> <p>OR</p> <p><input checked="" type="checkbox"/> For highways which will be operated and maintained by VDOT, project plans have been designed in accordance with VDOT Standards and that VDOT has reviewed the plans in accordance with the agreed upon schedule and all necessary design variances/waivers have been attained and the plans have been signed and sealed by a Virginia registered P.E. in accordance with DPOR.</p>
AEO	All required regulatory agency coordination has been made and applicable permits or approvals have been acquired.
AEO	Where VDOT will operate and maintain the highway, that the LPA has performed appropriate due diligence to identify environmental hazards on new right of way and to the best of our knowledge, any existing environmental hazards have been identified and mitigated or a plan for mitigation during construction has been made.
AEO	Project was developed in accordance with State laws and regulations governing public involvement so that adequate and appropriate public notice and opportunity for public comment was provided.
AEO	All right of way has been obtained and that the LPA has legal right of entry onto each and every parcel for the advertisement and construction of the referenced Project.
AEO	The LPA has complied with the Code of Virginia requirements pertaining to relocations and the acquisition of real property.
AEO	All affected utilities have been relocated or companies authorized to relocate their facilities. If not, they are included as in-plan work to be performed by the road contractor.
AEO	The project was advertised in accordance with the Virginia Public Procurement Act and that the advertisement package included all appropriate EEO provisions.
AEO	All environmental regulations as are applicable to local government capital improvement projects and as required by State or federal laws applicable to non federal-aid projects have been met or provisions to meet continuing requirements during construction have been made.

Stafford County acknowledges that failure to fulfill its legal obligations associated with those requirements identified in this certification may result in project delays and/or delays or forfeiture of State reimbursements. **Stafford County** further acknowledges that obligations associated with those requirements identified in this certification may be subject to audit by VDOT or State oversight agencies.

Alan Owsid

Local Government Manager (City Manager, County Administrator, City Engineer or County Director of Public Works or designated authority to sign)

3-7-2018

Date

cc: Project file
 VDOT Project Coordinator
 VDOT Local Assistance Director

Bids Tabulation

ITB # 201913 - Wentworth Drive Improvements				Company 1		Company 2		Company 3		Company 4		Company 5	
				Dulles, VA		Alexandria, VA		Clifton, VA		Sterling, VA		Warrenton, VA	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Mobilization													
1	Mobilization (Maximum of 3% of Total Price)	1	Lump Sum	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 70,000.00	\$ 91,300.00	\$ 91,300.00	\$ 59,000.00	\$ 59,000.00
Surveying													
2	Surveying/Project Layout	1	Lump Sum	\$ 15,250.00	\$ 15,250.00	\$ 33,580.00	\$ 33,580.00	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 55,000.00	\$ 55,000.00
3	As-built Drawings	1	Lump Sum	\$ 5,200.00	\$ 5,200.00	\$ 10,065.00	\$ 10,065.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 19,000.00	\$ 19,000.00
Demolition/Removal													
4	Clearing and Grubbing	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,400.00	\$ 5,400.00
5	Demolition of Existing Concrete Curb/Curb & Gutter, Includes Disposal	515	LF	\$ 15.00	\$ 7,725.00	\$ 11.00	\$ 5,665.00	\$ 12.00	\$ 6,180.00	\$ 12.00	\$ 6,180.00	\$ 15.00	\$ 7,725.00
6	Demolition of Existing Concrete or Asphalt (roadway, driveways, sidewalks), Includes Disposal	3,600	SY	\$ 9.00	\$ 32,400.00	\$ 11.00	\$ 39,600.00	\$ 8.00	\$ 28,800.00	\$ 12.00	\$ 43,200.00	\$ 6.50	\$ 23,400.00
7	Tree Removal	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,450.00	\$ 7,250.00	\$ 1,050.00	\$ 5,250.00
8	Asphalt Milling (per 2" depth) [VDOT Section 315], Includes Disposal	5,200	SY	\$ 3.25	\$ 16,900.00	\$ 4.00	\$ 20,800.00	\$ 6.00	\$ 31,200.00	\$ 2.75	\$ 14,300.00	\$ 3.00	\$ 15,600.00
Erosion and Sediment Control													
9	Erosion and Sediment Control	1	Lump Sum	\$ 40,000.00	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 42,500.00	\$ 42,500.00	\$ 17,000.00	\$ 17,000.00
Maintenance of Traffic													
10	Maintenance of Traffic	1	Lump Sum	\$ 160,000.00	\$ 160,000.00	\$ 145,000.00	\$ 145,000.00	\$ 135,000.00	\$ 135,000.00	\$ 160,000.00	\$ 160,000.00	\$ 110,000.00	\$ 110,000.00
Roadway and Sidewalk Improvements													
11	Grading	1	Lump Sum	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,600.00	\$ 21,600.00
12	Regular Excavation, Includes Disposal	1,500	Cubic Yard	\$ 50.00	\$ 75,000.00	\$ 55.00	\$ 82,500.00	\$ 50.00	\$ 75,000.00	\$ 50.00	\$ 75,000.00	\$ 40.00	\$ 60,000.00
13	Regular Excavation of Unsuitable Materials, Includes Disposal [Only where necessary as directed by City]	50	Cubic Yard	\$ 60.00	\$ 3,000.00	\$ 55.00	\$ 2,750.00	\$ 55.00	\$ 2,750.00	\$ 65.00	\$ 3,250.00	\$ 100.00	\$ 5,000.00
14	Imported Subgrade Stabilization Material, OGB Stone 2" – 8" [Only where necessary as directed by City][VDOT Section 305]	50	Ton	\$ 55.00	\$ 2,750.00	\$ 60.00	\$ 3,000.00	\$ 100.00	\$ 5,000.00	\$ 65.00	\$ 3,250.00	\$ 100.00	\$ 5,000.00
15	Geotextile Fabric for Subgrade Stabilization [Only where necessary as directed by City] [VDOT Section 305]	50	SY	\$ 13.50	\$ 675.00	\$ 9.00	\$ 450.00	\$ 20.00	\$ 1,000.00	\$ 8.00	\$ 400.00	\$ 10.00	\$ 500.00
16	Select Fill	50	Cubic Yard	\$ 75.00	\$ 3,750.00	\$ 55.00	\$ 2,750.00	\$ 80.00	\$ 4,000.00	\$ 85.00	\$ 4,250.00	\$ 100.00	\$ 5,000.00
17	Flowable Backfill	50	Cubic Yard	\$ 200.00	\$ 10,000.00	\$ 200.00	\$ 10,000.00	\$ 250.00	\$ 12,500.00	\$ 290.00	\$ 14,500.00	\$ 180.00	\$ 9,000.00
18	Aggregate Base Course, 21-A [VDOT Section 309]	2,600	Ton	\$ 35.00	\$ 91,000.00	\$ 33.00	\$ 85,800.00	\$ 40.00	\$ 104,000.00	\$ 41.00	\$ 106,600.00	\$ 42.00	\$ 109,200.00
19	Asphalt Concrete Base Course, BM- 25.0D [VDOT Section 315]	650	Ton	\$ 115.00	\$ 74,750.00	\$ 122.00	\$ 79,300.00	\$ 120.00	\$ 78,000.00	\$ 132.00	\$ 85,800.00	\$ 90.00	\$ 58,500.00
20	Asphalt Concrete Surface Course, SM-9.5 AL [VDOT Section 315]	700	Ton	\$ 115.00	\$ 80,500.00	\$ 122.00	\$ 85,400.00	\$ 130.00	\$ 91,000.00	\$ 106.00	\$ 74,200.00	\$ 93.00	\$ 65,100.00
21	Asphalt Driveways [Includes aggregate base course and surface asphalt]	200	SY	\$ 54.00	\$ 10,800.00	\$ 44.00	\$ 8,800.00	\$ 80.00	\$ 16,000.00	\$ 58.00	\$ 11,600.00	\$ 56.00	\$ 11,200.00
22	Standard Curb, CG-2 (Includes aggregate base course)	250	LF	\$ 40.00	\$ 10,000.00	\$ 29.00	\$ 7,250.00	\$ 38.00	\$ 9,500.00	\$ 45.00	\$ 11,250.00	\$ 38.00	\$ 9,500.00
23	Combination Curb & Gutter, CG-6 (Includes aggregate base course)	3,500	LF	\$ 40.00	\$ 140,000.00	\$ 29.00	\$ 101,500.00	\$ 42.00	\$ 147,000.00	\$ 40.00	\$ 140,000.00	\$ 47.00	\$ 164,500.00
24	Concrete Sidewalk, 4" Thick (Includes aggregate base course)	1,500	SY	\$ 67.50	\$ 101,250.00	\$ 69.75	\$ 104,625.00	\$ 66.00	\$ 99,000.00	\$ 70.00	\$ 105,000.00	\$ 65.00	\$ 97,500.00
25	Concrete Entrance/Driveway, 7" Thick (Includes aggregate base course)	350	SY	\$ 100.00	\$ 35,000.00	\$ 90.00	\$ 31,500.00	\$ 95.00	\$ 33,250.00	\$ 140.00	\$ 49,000.00	\$ 99.00	\$ 34,650.00
26	Detectable Warning Surfaces, CG-12	65	SY	\$ 300.00	\$ 19,500.00	\$ 350.00	\$ 22,750.00	\$ 220.00	\$ 14,300.00	\$ 340.00	\$ 22,100.00	\$ 236.00	\$ 15,340.00
27	Asphalt Raised Crosswalk	2	EA	\$ 6,600.00	\$ 13,200.00	\$ 2,875.00	\$ 5,750.00	\$ 10,000.00	\$ 20,000.00	\$ 4,900.00	\$ 9,800.00	\$ 4,150.00	\$ 8,300.00
28	Raise Manhole Frame and Cover After Final Paving and Install Concrete Collar Around Manhole	10	EA	\$ 3,000.00	\$ 30,000.00	\$ 1,500.00	\$ 15,000.00	\$ 800.00	\$ 8,000.00	\$ 2,300.00	\$ 23,000.00	\$ 1,400.00	\$ 14,000.00

Restoration													
29	Topsoil (8" depth) & Seeding	2,500	SY	\$ 18.00	\$ 45,000.00	\$ 30.00	\$ 75,000.00	\$ 9.00	\$ 22,500.00	\$ 24.00	\$ 60,000.00	\$ 22.00	\$ 55,000.00
30	Remove and Re-install Mailbox	22	EA	\$ 150.00	\$ 3,300.00	\$ 250.00	\$ 5,500.00	\$ 25.00	\$ 550.00	\$ 550.00	\$ 12,100.00	\$ 170.00	\$ 3,740.00
Storm Drainage													
31	Storm Drain Pipe, Class III RCP, 15- inch	754	LF	\$ 156.00	\$ 117,624.00	\$ 160.17	\$ 120,768.18	\$ 108.00	\$ 81,432.00	\$ 200.00	\$ 150,800.00	\$ 120.00	\$ 90,480.00
32	Storm Drain Pipe, Class IV RCP, 15- inch	38	LF	\$ 175.00	\$ 6,650.00	\$ 161.00	\$ 6,118.00	\$ 110.00	\$ 4,180.00	\$ 280.00	\$ 10,640.00	\$ 146.00	\$ 5,548.00
33	Storm Drain Pipe, Class III RCP, 18- inch	368	LF	\$ 164.00	\$ 60,352.00	\$ 161.00	\$ 59,248.00	\$ 114.00	\$ 41,952.00	\$ 170.00	\$ 62,560.00	\$ 123.00	\$ 45,264.00
34	Storm Drain Pipe, Class III RCP, 24- inch	450	LF	\$ 189.00	\$ 85,050.00	\$ 176.92	\$ 79,614.00	\$ 128.00	\$ 57,600.00	\$ 190.00	\$ 85,500.00	\$ 135.00	\$ 60,750.00
35	Storm Drain Pipe, Class III RCP, 30- inch	341	LF	\$ 237.00	\$ 80,817.00	\$ 224.00	\$ 76,384.00	\$ 150.00	\$ 51,150.00	\$ 260.00	\$ 88,660.00	\$ 203.00	\$ 69,223.00
36	Storm Drain Pipe, Class III RCP, 29- inch x 45-inch Elliptical	118	LF	\$ 358.50	\$ 42,303.00	\$ 313.00	\$ 36,934.00	\$ 300.00	\$ 35,400.00	\$ 340.00	\$ 40,120.00	\$ 298.00	\$ 35,164.00
37	Storm Drain Pipe, Class IV RCP, 29- inch x 45-inch Elliptical	66	LF	\$ 360.00	\$ 23,760.00	\$ 520.00	\$ 34,320.00	\$ 450.00	\$ 29,700.00	\$ 545.00	\$ 35,970.00	\$ 430.00	\$ 28,380.00
38	Drop Inlet, DI-1	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 3,540.00	\$ 3,540.00
39	Drop Inlet, DI-3A	1	EA	\$ 4,100.00	\$ 4,100.00	\$ 4,300.00	\$ 4,300.00	\$ 4,200.00	\$ 4,200.00	\$ 5,800.00	\$ 5,800.00	\$ 4,490.00	\$ 4,490.00
40	Drop Inlet, DI-3B, L = 4'	3	EA	\$ 4,800.00	\$ 14,400.00	\$ 4,800.00	\$ 14,400.00	\$ 4,800.00	\$ 14,400.00	\$ 5,800.00	\$ 17,400.00	\$ 7,230.00	\$ 21,690.00
41	Drop Inlet, DI-3B, L = 6'	7	EA	\$ 4,775.00	\$ 33,425.00	\$ 4,800.00	\$ 33,600.00	\$ 4,800.00	\$ 33,600.00	\$ 5,950.00	\$ 41,650.00	\$ 4,570.00	\$ 31,990.00
42	Drop Inlet, DI-3B, L = 8'	3	EA	\$ 5,050.00	\$ 15,150.00	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 6,400.00	\$ 19,200.00	\$ 4,940.00	\$ 14,820.00
43	Drop Inlet, DI-3B, L = 10'	4	EA	\$ 5,700.00	\$ 22,800.00	\$ 5,500.00	\$ 22,000.00	\$ 5,600.00	\$ 22,400.00	\$ 7,200.00	\$ 28,800.00	\$ 5,740.00	\$ 22,960.00
44	Drop Inlet, DI-3B, L = 12"	2	EA	\$ 5,850.00	\$ 11,700.00	\$ 5,500.00	\$ 11,000.00	\$ 5,650.00	\$ 11,300.00	\$ 7,200.00	\$ 14,400.00	\$ 5,614.00	\$ 11,228.00
45	Drop Inlet, DI-3B, L = 14'	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,050.00	\$ 6,050.00	\$ 7,400.00	\$ 7,400.00	\$ 6,025.00	\$ 6,025.00
46	Drop Inlet, DI-3C, L = 8'	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,918.00	\$ 4,918.00
47	Drop Inlet, DI-4A	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,100.00	\$ 6,100.00	\$ 6,400.00	\$ 6,400.00	\$ 9,278.00	\$ 9,278.00
48	Drop Inlet, DI-4B, L = 6'	2	EA	\$ 7,350.00	\$ 14,700.00	\$ 7,000.00	\$ 14,000.00	\$ 7,200.00	\$ 14,400.00	\$ 8,200.00	\$ 16,400.00	\$ 6,880.00	\$ 13,760.00
49	Storm Manhole, MH-1 or 2	2	EA	\$ 5,200.00	\$ 10,400.00	\$ 10,000.00	\$ 20,000.00	\$ 3,800.00	\$ 7,600.00	\$ 7,400.00	\$ 14,800.00	\$ 3,160.00	\$ 6,320.00
50	Storm Manhole Frame and Cover	2	EA	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 900.00	\$ 1,800.00	\$ 750.00	\$ 1,500.00	\$ 720.00	\$ 1,440.00
51	Roof Drain Pipe, 4" PVC	300	LF	\$ 25.00	\$ 7,500.00	\$ 40.00	\$ 12,000.00	\$ 28.00	\$ 8,400.00	\$ 35.00	\$ 10,500.00	\$ 100.00	\$ 30,000.00
Rock Excavation													
52	Rock Excavation	250	Cubic Yard	\$ 250.00	\$ 62,500.00	\$ 150.00	\$ 37,500.00	\$ 300.00	\$ 75,000.00	\$ 235.00	\$ 58,750.00	\$ 274.00	\$ 68,500.00
Signs and Pavement Markings													
53	Pavement Line Marking, Type B (Thermoplastic – Class I), White or Yellow– 4" width (VDOT Section 704)	170	LF	\$ 2.00	\$ 340.00	\$ 6.50	\$ 1,105.00	\$ 2.40	\$ 408.00	\$ 2.00	\$ 340.00	\$ 4.00	\$ 680.00
54	Pavement Line Marking, Type B (Thermoplastic – Class I), White – 6" width (VDOT Section 704)	780	LF	\$ 2.50	\$ 1,950.00	\$ 6.50	\$ 5,070.00	\$ 1.90	\$ 1,482.00	\$ 2.00	\$ 1,560.00	\$ 2.10	\$ 1,638.00
55	Pavement Line Marking, Type B (Thermoplastic – Class I), White – 8" width (VDOT Section 704)	110	LF	\$ 4.00	\$ 440.00	\$ 6.50	\$ 715.00	\$ 2.45	\$ 269.50	\$ 3.00	\$ 330.00	\$ 5.00	\$ 550.00
56	Pavement Line Marking, Type B (Thermoplastic – Class I), White – 12" width (VDOT Section 704)	820	LF	\$ 5.00	\$ 4,100.00	\$ 6.50	\$ 5,330.00	\$ 5.40	\$ 4,428.00	\$ 4.50	\$ 3,690.00	\$ 3.15	\$ 2,583.00
57	Pavement Line Marking, Type B (Thermoplastic – Class I), White or Yellow – 24" width (VDOT Section 704)	170	LF	\$ 9.50	\$ 1,615.00	\$ 6.50	\$ 1,105.00	\$ 7.90	\$ 1,343.00	\$ 8.50	\$ 1,445.00	\$ 8.40	\$ 1,428.00
58	Pavement Marking Arrow, Type B (Thermoplastic – Class I), White – Single Arrow (Right, Left, or Straight) (VDOT Section 704)	2	EA	\$ 250.00	\$ 500.00	\$ 575.00	\$ 1,150.00	\$ 280.00	\$ 560.00	\$ 175.00	\$ 350.00	\$ 120.00	\$ 240.00
Water and Sanitary Sewer													
59	Water Main Installation, 4" Ductile Iron	80	LF	\$ 220.00	\$ 17,600.00	\$ 225.00	\$ 18,000.00	\$ 300.00	\$ 24,000.00	\$ 295.00	\$ 23,600.00	\$ 340.00	\$ 27,200.00
60	Water Main Installation, 6" Ductile Iron	150	LF	\$ 275.00	\$ 41,250.00	\$ 287.00	\$ 43,050.00	\$ 300.00	\$ 45,000.00	\$ 350.00	\$ 52,500.00	\$ 370.00	\$ 55,500.00
61	Water Main Installation, 8" Ductile Iron	180	LF	\$ 275.00	\$ 49,500.00	\$ 200.00	\$ 36,000.00	\$ 200.00	\$ 36,000.00	\$ 260.00	\$ 46,800.00	\$ 200.00	\$ 36,000.00
62	Water Main Installation, 10" Ductile Iron	1,750	LF	\$ 197.50	\$ 345,625.00	\$ 182.00	\$ 318,500.00	\$ 225.00	\$ 393,750.00	\$ 180.00	\$ 315,000.00	\$ 200.00	\$ 350,000.00
63	Gate Valve and Box, 6"	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,750.00	\$ 5,250.00	\$ 950.00	\$ 2,850.00	\$ 1,265.00	\$ 3,795.00
64	Gate Valve and Box, 8"	6	EA	\$ 1,750.00	\$ 10,500.00	\$ 1,700.00	\$ 10,200.00	\$ 2,200.00	\$ 13,200.00	\$ 1,400.00	\$ 8,400.00	\$ 1,755.00	\$ 10,530.00
65	Gate Valve and Box, 10"	8	EA	\$ 2,250.00	\$ 18,000.00	\$ 2,200.00	\$ 17,600.00	\$ 2,800.00	\$ 22,400.00	\$ 1,950.00	\$ 15,600.00	\$ 2,440.00	\$ 19,520.00

66	Wet Tap, 24-inch x 10-inch, Includes 10" Valve	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 3,900.00	\$ 3,900.00	\$ 8,000.00	\$ 8,000.00	\$ 22,500.00	\$ 22,500.00	\$ 11,850.00	\$ 11,850.00
67	Wet Tap, 10-inch x 10-inch, Includes 10" Valve	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 13,500.00	\$ 13,500.00	\$ 9,985.00	\$ 9,985.00
68	Wet Tap, 3/4-inch Service Line	27	EA	\$ 950.00	\$ 25,650.00	\$ 100.00	\$ 2,700.00	\$ 400.00	\$ 10,800.00	\$ 1,095.00	\$ 29,565.00	\$ 485.00	\$ 13,095.00
69	Wet Tap, 1-inch Service Line	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 600.00	\$ 600.00	\$ 1,095.00	\$ 1,095.00	\$ 500.00	\$ 500.00
70	Water Service Line, 3/4-inch Copper	800	LF	\$ 75.00	\$ 60,000.00	\$ 74.00	\$ 59,200.00	\$ 85.00	\$ 68,000.00	\$ 85.00	\$ 68,000.00	\$ 47.00	\$ 37,600.00
71	Water Service Line, 1-inch Copper	50	LF	\$ 100.00	\$ 5,000.00	\$ 76.00	\$ 3,800.00	\$ 100.00	\$ 5,000.00	\$ 85.00	\$ 4,250.00	\$ 93.00	\$ 4,650.00
72	Water Meter Assembly, 3/4-inch	27	EA	\$ 1,100.00	\$ 29,700.00	\$ 750.00	\$ 20,250.00	\$ 1,600.00	\$ 43,200.00	\$ 1,150.00	\$ 31,050.00	\$ 1,100.00	\$ 29,700.00
73	Water Meter Assembly, 1-inch	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,250.00	\$ 1,250.00	\$ 1,470.00	\$ 1,470.00
74	Fire Hydrant Assembly	3	EA	\$ 7,800.00	\$ 23,400.00	\$ 7,000.00	\$ 21,000.00	\$ 6,500.00	\$ 19,500.00	\$ 5,800.00	\$ 17,400.00	\$ 3,855.00	\$ 11,565.00
75	Remove Fire Hydrant Assembly	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,800.00	\$ 5,400.00	\$ 700.00	\$ 2,100.00
76	Replace Existing Sanitary Sewer Manhole, Includes 10-feet of Sewer Main Replacement in All Directions from Manhole	8	EA	\$ 12,500.00	\$ 100,000.00	\$ 14,925.00	\$ 119,400.00	\$ 15,500.00	\$ 124,000.00	\$ 15,500.00	\$ 124,000.00	\$ 11,570.00	\$ 92,560.00
77	Sanitary Sewer Manhole Frame and Cover	8	EA	\$ 750.00	\$ 6,000.00	\$ 750.00	\$ 6,000.00	\$ 650.00	\$ 5,200.00	\$ 750.00	\$ 6,000.00	\$ 835.00	\$ 6,680.00
78	Sanitary Sewer Lateral Replacement, 4" SDR 26 PVC	800	LF	\$ 175.00	\$ 140,000.00	\$ 186.00	\$ 148,800.00	\$ 180.00	\$ 144,000.00	\$ 220.00	\$ 176,000.00	\$ 140.00	\$ 112,000.00
79	Sanitary Sewer Connection to Existing Main and New Cleanout, 4"	27	EA	\$ 2,100.00	\$ 56,700.00	\$ 400.00	\$ 10,800.00	\$ 650.00	\$ 17,550.00	\$ 2,800.00	\$ 75,600.00	\$ 2,300.00	\$ 62,100.00
80	Sanitary Sewer Main Installation, 8" PVC	30	LF	\$ 350.00	\$ 10,500.00	\$ 250.00	\$ 7,500.00	\$ 250.00	\$ 7,500.00	\$ 480.00	\$ 14,400.00	\$ 500.00	\$ 15,000.00
81	Excavate and Cap Existing Sanitary Sewer Lateral	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,800.00	\$ 3,800.00
				TOTAL	\$ 2,780,551.00	TOTAL	\$ 2,601,496.18	TOTAL	\$ 2,705,834.50	TOTAL	\$ 3,043,455.00	TOTAL	\$ 2,580,092.00

Request for Award

January 10, 2020

Ms. Kim Cameron
Virginia Department of Transportation
811 Commerce Road
Staunton, VA 24401

RE: Request for Authorization to Award Construction Contract
Wentworth Drive Improvements – UPC #106054

Dear Kim:

This letter is to request authorization for the City of Winchester to award a construction contract for this project to the apparent low-bidder, . The pertinent details are as follows:

Low-Bidder:

Award Amount:

Bids Opened By:

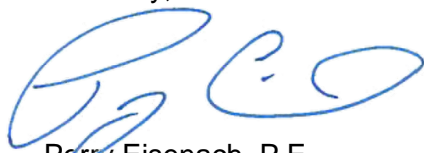
Purchasing Agent
City of Winchester

Date of Bid Advertisement: September 27, 2019

Bids Opened: December 4, 2019
Rouss City Hall
15 N. Cameron Street
Winchester, VA 22601

Please contact me at your earliest convenience if you have any questions regarding this matter.

Sincerely,



Perry Eisenach, P.E.
Public Services Director

Quality Assurance Plan (QAP)

For

City of Danville

Mount Cross Road (Route 750) Improvements

City Project No. : 17-18-042

State Project No. : U000-108-389, UPC 100822

Federal Project No. : STP-5108(165)

QAP Cover Page Information

Locality Name and Physical Address:

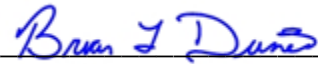
City of Danville
427 Patton Street
Danville, VA 24541

Responsible Charge Person:

Printed Name of Responsible Charge Person:

Brian Dunevant, P.E. – City Engineer

Signature of Responsible Charge Person: _____



Contact Information:

Phone: (###) ###-####

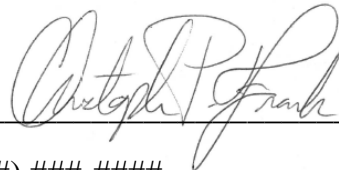
Email:

Contact Person for the QAP:

Printed Name of QAP Contact Person:

Chris Franks – Project Manager

Signature of QAP Contact Person: _____

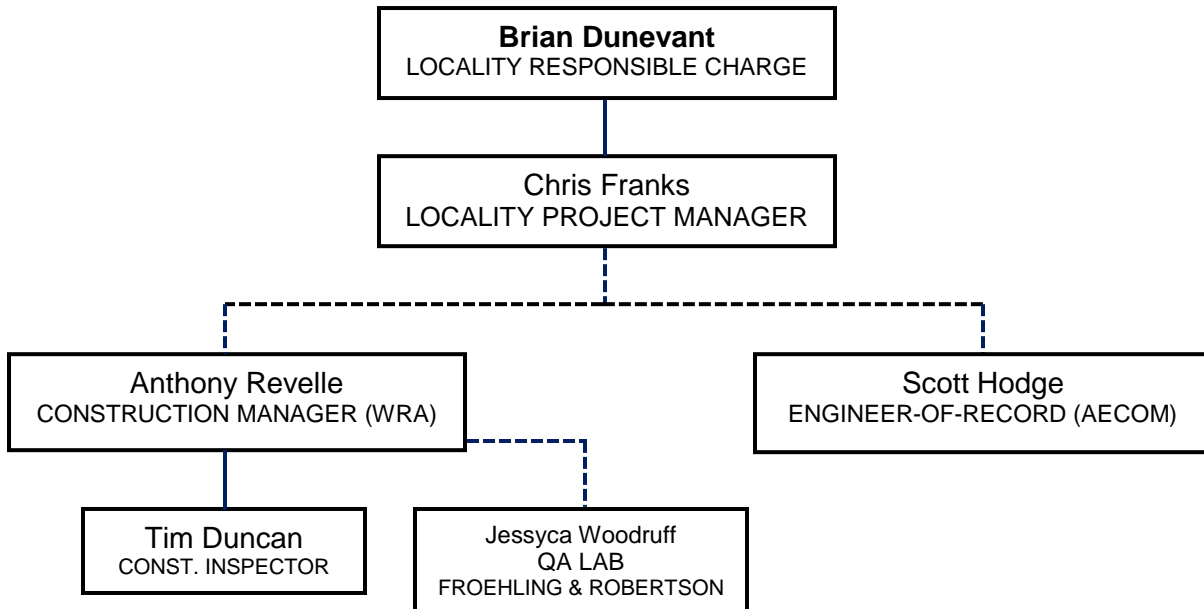


Contact Information:

Phone: (###) ###-####

Email:

The City of Danville has established an organizational Chart for this project which shows the flow of communication among the City's project team. A dashed line denotes a contractual relationship between the parties:



Major Components of the QAP

I. Project Mission Statement

The Mount Cross Road Improvements project will realign and widen the existing road from the intersection at Lowes Drive to approximately 400' north of Dimon Drive. The project includes the demolition of the existing roadway, earthwork and grading, placement of storm sewer structures and pipe, construction of roadbed, curb and gutter, sidewalk, and paving, bioretention facility, maintenance of traffic, and water and sewer lines. This also includes protection of an existing 10" gas line and coordination with existing utility owners, the City of Danville, and VDOT.

In delivering this project, the Project Team's mission is to provide the citizens of Danville and the Commonwealth of Virginia with a high quality project, meeting or exceeding all applicable, state and local quality standards on the LAP project. The City of Danville has adopted this formal written Quality Assurance Plan (QAP) for use on the project. It has been further enhanced using core concepts from long established best practices in the heavy highway and civil construction industry.

This QAP under the direction of the City of Danville is intended to outline procedures and practices essential to the successful delivery of project features compliant with all LAP requirements, and to provide a clear vision of the roles and responsibilities of assigned team members at each level of management down to the field staff working on the project. With the clear and concise position of total commitment to quality from the top down through all levels is essential to the dynamic success on this important project.

All project materials shall be approved sampled, and/or tested in conformance with the contract specifications. Any changes or modification of this QAP will be submitted to the City for review and approval prior to implementation.

II. Personnel Certifications

Personnel Certifications and State Licenses as required by the contract documents are kept on file. All personnel performing materials testing shall have the required VDOT and/or approved industry certification, experience and expertise to perform such testing as established by the contract documents and the LAP guidelines. Work on this project will not be performed without the appropriate inspection staff on hand to ensure strict conformance to VDOT Materials testing process and regulations.

III. Laboratory Accreditation

- All testing will be performed by accredited laboratories in the applicable AASHTO procedures by the AASHTO accreditation Program (AAP); or
- Complies with the requirements of AASHTO R18 (18th Edition) for those test performed and complies with R18 for those test not covered by AASHTO Material Reference Laboratory (AMRL)
- Froehling & Robertson will perform QA Laboratory testing for this project.
- Hurt & Proffitt will perform QC Laboratory testing for this project under the construction contractor.

IV. Communications

Clear consistent communications will be a critical aspect of this projects overall success. There are several important stakeholders involved either directly or indirectly with this project and will therefore need to have the appropriate level of communications maintained during the construction process. The primary recipients of information during this project will require the continuity of clear, concise and timely communications and will include but not be limited to:

- The traveling public that will be directly affected by this project during various closures;
- Other local businesses in the area, while not directly impacted by the project, will need general communications that may affect business commerce via deliveries or customer accessibility.

The Project Manager will be the primary point of contact in the direction of and/or dissemination of project related information in the communication process. While acting as the hub the Project Manager will be able to ensure all stakeholders receive quality information germane to their specific impacts from the project. Therefore, except where the responsibility is specifically delegated to another party at the discretion and direction of the Project Manager, all project related communication will be controlled through that position.

There will be general daily communication by all required parties within the project participants which will be completed through the use of cell phones and email, but all submitted written project forms, field and laboratory test results and any contractual

documentation will be tracked via the project intranet site *SecureShares* site that will be established and maintained by the City of Danville's Construction Engineering & Inspection Consultant, Whitman Requardt and Associates, LLP (WRA). This information site will provide automatic communications when documents are uploaded for transfer and/or submission to all required parties.

Once construction starts, the project Quality Manager/Consultant Construction Manager (CM) Anthony Revelle, P.E. and his staff will interface on a daily basis with the Contractor's Construction Manager. The CM's primary point of contact on site will be the Contractor's Construction Manager or his designated representative. The QA staff, to include the QA inspectors, Technicians and Laboratory, will submit all of the QA documentation to the CM for review and acceptance within two days of testing. Any unacceptable field documentation/reports containing errors or omissions will be returned to the field QA staff by the CM for correction and resubmission. Based on the contractor's anticipated upcoming schedule which is generally provided to the CM on a weekly basis, the CM will ensure upcoming work items are properly inspected and tested in accordance with the inspection and testing frequencies identified within Chapter 13 of the LAP Manual and the contract. The CM and the Project Superintendent will hold informal inspection preparatory meetings to proactively address quality issues related to upcoming work and to convey lessons learned from passed activities.

V. *Resolution Procedures*

Should a situation arise that is inconsistent between the plans, specifications or reference standards, the more stringent requirement in the hierarchy of standards will prevail. If any conflicts or general ambiguities between the plans, specifications and bid documents arise, resolution is at the discretion of the City of Danville. In the event of a conflict, the project's Quality Assurance team or Construction Manager (CM) shall propose a remediation plan and submit to the City's Project Manager for final resolution on the matter.

Throughout the bid contract documents, drawings and reference standards, whenever the term "Engineer", "Department" or the "Commonwealth" is referenced in the text as the project authority, it is to be construed to mean the City's designated Owner Representative. The project's Project Manager shall be the primary point of contact for any initiation of the situation requiring resolution.

VI. Progress Reporting Procedures

Whitman Requardt and Associates maintains a web based inspections/invoicing system which tracks daily production, conditions, resources and progress and feeds that data into a periodic invoicing que which is electronically distributed for approvals. The system stores all project records and is maintained for the requisite time after project closeout State and Federal code requirements. These project records are currently available electronically upon request.

VII. Material Acceptance & Test Data Records

Material Acceptance:

The key to material acceptance and testing will lie in the quality of the inspection process. This is a federal aid project, and therefore has additional requirements for project materials that shall be met:

- ‘Buy America’ provisions apply to this project, which means that:
 - **All** iron and steel permanently incorporated into the project shall be processed in the United States of America. Processing includes, but is not limited to: melting, manufacturing, and coating.
 - Materials containing iron or steel shall require certification as to the location of all processes applicable to the material be submitted for approval prior to installation. If these materials are installed before submitting certifications and before obtaining approval shall not be accepted and shall be removed and replaced at the contractor’s expense.
- **All** materials permanently incorporated into the project shall be pre-approved by VDOT and shall be supplied from VDOT pre-approved suppliers as shown on pre-approved lists found on VDOT’s website.
 - All materials, suppliers, and the physical location address that the materials are supplied from (not the supplier’s billing address) shall be reported on VDOT Form C-25 to the Project Manager within 7 days after the Pre-Construction Conference and shall be approved by VDOT prior to their use. A new C-25 shall be submitted no later than two weeks prior to the use of the materials and VDOT approval shall be obtained.
 - These requirements and the requirements of Section 106.01 of the Specifications shall apply to the prime contractor and shall be included in and required by each lower-tiered subcontract.

Materials Sources will be submitted to the City through VDOT Form C-25 Source of Materials (submitted by the Contractor in a working Excel document), for review and assignment of acceptance criteria no less than two weeks prior to the use of said material. The City has requested that VDOT complete source inspection acceptance testing of manufactured and/or prefabricated materials at locations other than the job site, such as the hand rail. C-25's will be submitted directly to the Construction Manager via the contractor. The Construction Manager will coordinate the required inspection requests through the VDOT Local Assistance Division's Project Coordinator to ensure proper flow and timeliness.

Material Testing Technicians shall be qualified in accordance with Chapter 13.2.4 of the LAP Manual and will perform onsite material testing including, but not limited to; soil density, soil moisture content, asphalt density, air content of concrete, slump, and other required materials field testing. All Quality Assurance inspection, field testing and laboratory testing will be a separate unaffiliated party from the Contractor's production forces. Whitman Requardt and Associates, LLP (WRA) will perform all acceptance testing in the field. WRA has contracted with Hurt and Proffitt for all laboratory testing.

Material received will be maintained on VDOT Form TL-142 (Materials Notebook) that will track all materials received on the project in accordance with the requirements of the Contract. Materials will be accepted as identified on Form C-25 (submitted by the Contractor in a working Excel document); most materials are accepted by acceptance testing or through VDOT's approved materials/products list.

In order to track and verify materials/products that are not accepted according to an acceptance test or are on an approved materials/products list, the LPA will establish a Locality Tracking (LT) number for each material/product accepted in this manner. Under this process, the City will follow "List of Products Requiring Locality Tracking Numbers" under Appendix 13.2 – D in the LAP Manual. The nomenclature for this tracking system shall be as follows: The current year, the UPC number and the LT numbers in a sequential order.

The LPA Project Manager is responsible for ensuring that the contractor informs the asphalt and aggregates suppliers that their project will be handled the same way as a VDOT project that requires testing and submission of TL-102A for documentation.

Test Data Records:

A materials notebook will be established for use prior to construction on the *SecureShares* site and will be used for future auditing and reconciliation process. This will contain information such as estimated quantities with specification designation for the material test

report of any material placed onsite. The notebook will contain a full description of and pertinent information for all materials whether covered by test report, inspection report, certification, mill report, catalog cuts, quality assurance program, approved list, or visual inspection. The “Source of Materials Letter” (C-25) is the acceptance method of materials. This notebook will ensure that all materials used on the project have been placed and tested in reasonable accordance with contract specifications.

VIII. Testing

All materials testing, testing methods and testing frequencies shall follow the LAP Manual in accordance with Appendix 13.2 – G which enumerates QC/QA/IA/ Frequency

IX. Non-Compliance Reporting and Recovery Plan

Any non-conforming materials discovered through testing will either be rejected or replaced. If nonconforming materials are deemed non-critical within the specifications and/or contract documents, they may be accepted discretion of the City’s Project Manager.

Quality Assurance Auditing & Nonconformance Recovery

The following Assurance Auditing and Nonconformance Recovery Plan (AR Plan) is established to maintain uniform reporting, controlling, correction and disposition and resolution of nonconformance (including disputed nonconforming items) issues that may arise on the Project. The AR Plan establishes a process for review and disposition of nonconforming workmanship, material, equipment or other construction elements of the Work.

AR Plan

Throughout the course of a project, items will be identified that do not meet specifications. Most of these items are identified as they happen and consequently, are corrected immediately.

The PM will be notified of non-conforming work by the QA staff by means of an Internal Non-Conformance Statement (INCS). An INCS will be issued to the contractor’s superintendent/foreman by the QA inspection staff for work that deviates from the contract requirements. These deviations will be communicated to the superintendent by the inspector as soon as they are found. Conversely, problems encountered by the construction crews will be communicated by the superintendent to the inspector, recorded by the inspector, and forwarded to the CM for resolution.

Written INCS reports will be tracked on the Inspector's Daily Report (IDR) until work is brought into compliance with the Specifications. If the INCS is not brought into compliance to the Specifications within one week (7 days), the INCS will be changed into a Non-Conformance Report (NCR) and placed onto the NCR Log for further tracking until remedied.

An NCR Log will be maintained by the CM to include the date the INCS was issued; a brief description of the non-conformance issue; date when INCS become NCR; and disposition of the proposed remedial action for the INCS; and final outcome (removal, re-work, substitution, etc.).

If an INCS is of an emergency, safety, or serious environmental nature, an NCR will be issued immediately and verbal communication will be made to the Contractor Project Manager. The NCR Log will be reviewed during scheduled audits to determine causes of NCRs and provide preventive actions for the future.

Non-conforming product will be identified by paint markings, tagged and/or destroyed and removed from the project. If material is found damaged during delivery or is otherwise non-compliant before installation, the material will not be un-loaded, marked as damaged and returned to the supplier. Returns will be documented on the shipping lists and the IDR.

If materials or finished products are not found to be in strict conformity with the Contract requirements, the QA team, with the concurrence of the City, will make a final determination as to whether the work can be accepted. In the event that it is accepted, the CM will document the basis of acceptance and make recommendations regarding any appropriate price adjustments or warranty modifications.

Correction of Nonconforming Work

Any deficient condition, whether the result of poor workmanship, use of materials containing defects, damage through carelessness or any other cause, found by, or disclosed to, the CM and the City shall be removed and replaced by work and materials which conform to the Construction and Contract Documents or shall be remedied unless otherwise agreed upon by the City. Upon failure on the part of the contractor to comply promptly with any order to remedy, remove or replace Work which is nonconforming or contains defects, the CM will notify the City and adjust the invoice being certified so that payment shall be withheld not only for that portion of the work in nonconformance, but for that portion of the QA/QC directly related to the issue unless QA and/or QC fully complied with their duties in relation to the deficient condition as defined by the QA/QC Plan.

In the event the CM and/or the City finds, as a result of monitoring the quality assurance and quality control activities, that any materials, equipment or the finished product in which materials, equipment or finished product are used are not in conformity with the Construction Documents and Contract requirements, the City may elect in its sole discretion to accept otherwise unacceptable Work at a reduced price. If the City determines that the Work should be accepted, the contractor may initiate a deductive Work Order request which will provide for an appropriate adjustment in the Contract Price.

The City has assembled this QAP specifically for the Route 750 (Mt. Cross Road) Improvements project and envisions a dynamic process of reviewing, updating and modifying the QAP as the project progresses.

Attachments:

- Non-Compliance Report (NCR) template
- Audit and NCR Recovery Plan template

City of Danville	NON-COMPLIANCE REPORT
------------------	------------------------------

TO CONTRACTOR:	Virginia Carolina Paving Co.	NOTIFICATION #:	
PROJECT:	Mt. Cross Road (Route 750) Improvements	PROJECT /UPC #:	100822
OWNER:	City of Danville, Virginia	TIME:	AM / PM
ENGINEER:	City of Danville, Virginia	OBSERVER:	

Pursuant to the GENERAL CONDITIONS of the Contract, you are hereby notified of the following noncompliance violation:

Specification Section: _____ Paragraph: _____

Violation

Click here to enter text.

Contract Requirement:

Click here to enter text.

VIOLATION DETECTED BY	<input type="checkbox"/>	TEST	<input type="checkbox"/>	INSPECTION	<input type="checkbox"/>	OBSERVATION
NONCOMPLIANCE WORK IS	<input type="checkbox"/>	DEFECTIVE	<input type="checkbox"/>	REJECTED		

Contractor's Proposed Recommendation

Click here to enter text.

Received by:

Engineer: _____
Authorized Representative

Contractor: _____

Date: _____

Title

Date

Distribution:

1. Owner
2. Field Office

FORM LAP-NCRPT

City of Danville, Virginia	AUDIT and NCR RECOVERY PLAN
-----------------------------------	------------------------------------

TO	Click here to enter text.	NOTIFICATION #		DATE	Click here to enter a date.
PROJECT	Mt. Cross Road (Route 750) Improvements	PROJECT / UPC#	100822		
OWNER	City of Danville, Virginia				
ENGINEER	AECOM TECHNICAL SERVICES, INC.				

The below listed nonconformance work has been re-inspected and the results of the Contractor's corrective actions have placed the work in compliance with the Contract Documents.

Description of Violation

Click here to enter text.

Description of Correction

Click here to enter text.

Engineer : _____
Authorized Representative

Date: _Click here to enter a date. _____

Distribution:

1. Owner
2. Field Office

Contract ID No.: _____ Sublet No.: _____ Dept. Use Only _____

As an authorized representative of the below listed subcontractor, I certify that the actual subcontract agreement for which this sublet approval request is made contains the stipulations in the "Required Contract Provision Federal-Aid Construction Contracts." (if contained in the contract for the above listed project). I have reviewed, understand, and agree to comply with these stipulations.

Barron Construction, LLC

Address _____ City, State, and Zip _____ Phone Number _____

Print Name _____ Signature (Officer of Subcontractor) _____ Title President Date 5-15-19

Please Check Appropriate Certification:

DBE Certified SWAM Certified NON-DBE/NON-SWAM

DBE Certification # _____ SWAM Certification # _____

As an authorized representative of the prime contractor, I certify that this sublet meets and is in accordance with the requirements of the contract for the above project between the undersigned contractor and the Commonwealth of Virginia/ Virginia Department of Transportation. I certify that the actual subcontract agreement for which this sublet approval request is made contains the stipulations in the "Required Contract Provisions Federal-Aid Construction Contracts". (if contained in the contract for the above listed project).

Central Contracting Co., Inc.

Address _____ City, State, and Zip _____ Phone Number _____

\$54,268.00

Print Name _____ Signature (Officer of Prime Contractor) _____ Title U.P. Date 5-13-2019

VDOT Approval of Contractor's Subletting Request

RECOMMENDED FOR APPROVAL	APPROVED
--------------------------	----------

Signature of District Engineer (or Designee) _____ Date _____ Signature of District Engineer (or Designee) _____ Date _____

Total amount of approved sublets to date including this sublet: \$ _____

Total percent of original contract value sublet including this sublet: % _____

Original - District File
 Copy - Civil Rights Division, Central Office

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

**THIS INFORMATION MUST BE SUBMITTED
WITHIN 2 DAYS AFTER BID OPENING IF YOUR
BID DOES NOT MEET THE PROJECT DBE
REQUIREMENTS, OR
WHEN REQUESTED BY VDOT**

CONTRACT I.D. NUMBER _____

PROJECT NUMBER _____

FHWA NUMBER _____

DISTRICT _____

DATE BID SUBMITTED _____

BIDDER'S NAME _____

SIGNATURE _____

TITLE _____

VENDOR NUMBER _____

DBE GOAL FROM BID PROPOSAL _____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

**ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE
BIDDER MADE AVAILABLE TO DBE FIRMS** (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHICH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT:

FHWA:

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ Title (print)
(Signature)

STATE of _____ COUNTY (CITY) of _____

To-wit:

I _____, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day _____

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____
My Commission expires _____

Notary Public

**OR
UNSWORN DECLARATION**

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ Title (print)
(Signature)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:

FHWA:

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.2-1106 of the Code of Virginia. (If none, so state).

NAME	Location of Principal Office
_____	_____
_____	_____
_____	_____

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____, this ____ day of _____, 20 ____
County (City), STATE

(Name of Firm) By: _____ (Signature) _____ Title (print)

STATE of _____ COUNTY (CITY) of _____

To-wit:

I _____, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day _____

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____

My Commission expires _____

Notary Public

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS**

PROJECT NO. _____

FHWA NO. _____

***** INSTRUCTIONS *****

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT _____ %

PERCENT ATTAINED BY BIDDER _____ %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL \$ _____

TOTAL CONTRACT VALUE \$ _____ x REQUIRED DBE _____ % = \$ _____

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT. I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

_____ BY _____
BIDDER SIGNATURE

_____ BY _____
TITLE DATE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor _____

By: _____
Signature Title

Date: _____

First Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

DBE Contractor

By: _____
Signature Title

Date: _____

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
REPORTING STARTING AND COMPLETION OF PROJECTS
LOCALLY ADMINISTERED PROJECTS

State Project No. (NFO) SLEN-095-041	UPC 107922	Federal Project No. TAP-670-1 (015)
Locality/Local Sponsor Town of Abingdon	Local Project No. 11890	

Contractor: Boring Contractors, Inc.

Project Description / Phase:

Watauga Road Facilities - Access Road and Parking Area

	DATE STARTED	DATE COMPLETED
Contract Work	<u>6/17/2019</u>	<u>10/22/2019</u>
Local Forces	_____	_____
Utilities	_____	_____

This project / phase is complete. All work has been inspected and deemed acceptable by the Locality or Project Sponsor for Enhancement projects. It is certified that work was completed in accordance with approved plans and specifications.

- This work was completed within VDOT right of way; land-use permit is on file.
 This work was completed outside VDOT right of way.

A final inspection was performed on 9/20/2019 (date). Tabitha Crowder (name) of VDOT was in attendance.

Unless noted below, the project termini were not altered during construction.

REMARKS OR EXPLANATIONS:

James Morani
Local Official Signature

James Morani
Printed Name

Town Manager

Title
10/22/2019

Local Acceptance Date

Once completed, a copy should be provided to the VDOT Project Coordinator for further distribution within VDOT.

Received By: Tabitha H. Crowder
VDOT Project Coordinator Signature

Date: 10/23/19

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER FORM**

Form C-10
Rev. 06-06-18

Contract ID No.: _____ FHWA No.: _____ State Project No.: _____
Original Contract Value: _____ Total of Other Change Orders: _____ Change Order Number: _____

NOTE: If additional space is needed, use additional Supplemental Attachment sheet(s).

II. Change Category: _____

I. Responsible Charge Engineer's Explanation of Entitlement with Detailed Description and Location of Proposed Work:

III. Entitlement Conditions: Changes in Character of Work Value Engineering Proposal Differing Site Condition

IV. Extension of Time: Fixed Completion Date for this contract prior to approval of this Work Order: _____
Fixed Completion Date for this contract upon approval of this Work Order: _____

Item Code	Spec. No.	Item Description	Quantity	Unit	Unit Price	Increase	Decrease
Federal Funding: <input type="checkbox"/> Participating <input type="checkbox"/> Non-Participating					Net Increase/Decrease:		
Funding Source/Charge: _____					Net Total:		

I/We hereby agree to perform and/or non-perform as indicated, the work described herein and at the unit prices set forth and that such work shall be performed in accordance with the contract provisions and specifications and/or other provisions incorporated herein. I/We and VDOT agree that this Change Order fully resolves and settles all claims, demands, or damages of any kind relating to or arising out of the work set forth in this Change Order, including but not limited to delay, impact, and acceleration.

Contractor _____ by _____
(Name of Firm) (Officer of the Firm; Print Name)

Unilateral Change Order _____ (Signature) _____ (Date)

Recommended for VDOT Approval:	FHWA Approval (If Required):
_____	_____
(Print Name) (Title) (Signature) (Date)	(Print Name)

VDOT Approval*:

_____ (Signature) _____ (Date)

(Print Name) (Title) (Signature) (Date)

* See Contract Change Management IIM for Process and Authorities.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

Form C-10
Rev. 06-06-18

**CHANGE ORDER FORM
SUPPLEMENTAL ATTACHMENT**

Contract ID No.: _____

FHWA No.: _____

State Project No.: _____

Supplemental Attachment Sheet # _____

Change Order Number: _____

**VIRGINIA DEPARTMENT OF TRANSPORTATION
SOURCE OF MATERIALS**

SUBMITTAL NO. 0004
PROJECT NUMBER 0020-068-599, C501
PROJECT LOCATION Rt 20 & Rt 231, Orange County

CONTRACT ID NO. B78
DISTRICT Culpeper COUNTY Orange

SUBMITTED 3/5/2020

PRIME CONTRACTOR with ADDRESS	SUBCONTRACTOR with ADDRESS	NAME and PHONE NO. of CONTACT PERSON
COMPANY NAME	COMPANY NAME	NAME
ADDRESS	ADDRESS	PHONE NUMBER
PHONE NUMBER	PHONE NUMBER	

Items listed are for materials quantity acceptance and do not ensure compliance with contract requirements such as BUY AMERICA Provisions. To ensure compliance, please consult the VDOT Special Provision for Domestic Materials.

LINE ITEM NO.	CONTRACT ITEM NO.	SPEC. NO.	MATERIAL DESCRIPTION	SUPPLIER and COMPLETE ADDRESS (Supplier Location)	MANUFACTURER and COMPLETE ADDRESS (Plant Location)	VDOT/LOCALITY USE INSP./TEST BY:
1140	54020	704	TYPE A PVMT LINE MRKG 4"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	C-85
1140	54020	704	TYPE A PVMT LINE MRKG 4"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ozark Materials LLC, 591 Glendale Ave., Greenville, AL 36037	"
1150	54045	704	TY.B CL.II PAVE. LINE MARK.8"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	APP. LIST 73 / C-85
1150	54045	704	TY.B CL.II PAVE. LINE MARK.8"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ozark Materials LLC, 591 Glendale Ave., Greenville, AL 36037	"
1160	54048	704	TY.B CL.II PAVE.LINE MARK.24"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	"
1160	54048	704	TY.B CL.II PAVE.LINE MARK.24"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ozark Materials LLC, 591 Glendale Ave., Greenville, AL 36037	"
1200	54219	ATTD	INLAID PVMT MRKG ASPHALT	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	APP. LIST 22
1210	54240	512	TEMP. PAVE. MARKER 1 WAY	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	"
1210	54240	512	TEMP. PAVE. MARKER 1 WAY	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	3M, TSS Division, 6675 U.S. Highway 43, Guin, AL 35563	"
1220	54242	512	TEMP. PAVE. MARKER 2 WAY	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	"
1220	54242	512	TEMP. PAVE. MARKER 2 WAY	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	3M, TSS Division, 6675 U.S. Highway 43, Guin, AL 35563	"
1230	54428	512	TEMP. PVMT MRKG, TY. A, 4"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	C-85
1230	54428	512	TEMP. PVMT MRKG, TY. A, 4"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ozark Materials LLC, 591 Glendale Ave., Greenville, AL 36037	"
1240	54432	512	TEMP. PVMT MRKG, TY. A, 8"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ennis Flint, 4400 Vawter Avenue, Richmond, VA 23222	"
1240	54432	512	TEMP. PVMT MRKG, TY. A, 8"	Payne's Parking Designs, Inc., 5313 Ritchie Road, Bealeton, VA 22712	Ozark Materials LLC, 591 Glendale Ave., Greenville, AL 36037	"

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
HIGHWAY CONSTRUCTION CONTRACTORS
MONTHLY EEO REPORT**

Project No. _____
Contract ID No. UPC _____

REPORT for the MONTH & YEAR of

March 2017

MONTHLY EEO REPORT

1. MARK APPROPRIATE BLOCK a Contractor b Subcontractor	2. COMPANY NAME (CITY, STATE) [REDACTED]	3. FED PROJECT No: STP [REDACTED]	4. DOLLAR AMOUNT OF CONTRACT: \$14,000,000	5. TYPE OF CONSTRUCTION [REDACTED] Extension Road & Bridge
6. COUNTY AND STATE [REDACTED] County, VA	7. PERCENT COMPLETE	8. BEGINNING CONSTRUCTION DATE 2/16/27	9. ESTIMATED PEAK EMPLOYMENT MONTH & YEAR (a) September 2017	
			NO. OF EMPLOYEES (b) 25	

10. EMPLOYMENT DATA

JOB CATEGORIES	TABLE A										TABLE B											
	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA		ASIAN		NATIVE HAWAIIAN OR OTHER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	2																					
SUPERVISORS	1																	2				
FOREMEN/WOMEN	2																	1				
CLERICAL		1																2				
EQUIPMENT OPERATORS	2		2				2												1			
MECHANICS																						
TRUCK DRIVERS	1																		1			
IRONWORKERS																						
CARPENTERS	1		1		1																	
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTERS/PLUMBERS																						
PAINTERS																						
LABORERS-SEMI SKILLED																						
LABORERS-UNSKILLED	4		3				3												1			
TOTAL	13	1	6		1		3											7		1		

TABLE C (Table B data by racial status)

APPRENTICES	ON THE JOB TRAINEES

11. PREPARED BY: Kevin D. [REDACTED] (Signature)
 [REDACTED] (Title)
 Digitally signed by [REDACTED]
 Date: 4/8/17

CORRECTED EXAMPLE FOR SIGN POSTS

Tippacano Tube & Conduit
a division of W.H.Harrison International

101 Elm Drive, Mechanicsville, VA 23111
Office: 804-111-1111
Web: tippytube.com



CERTIFICATE OF COMPLIANCE

Date: 07/26/17
Customer: J.Tyler Signs
Item: STP-1 sign posts, 2", 14 gage
Quantity: 150 delivered between July 20th and July 24th, 2017
Project: VDOT # 9999-967-279; UPC 106975
Material: Stay-put* Steel Sign Posts

Stay-put* steel sign posts from Tippacano Tube & Conduit are manufactured using steel conforming to the standard specification for hot-rolled carbon sheet steel, structural quality, ASTM A1011, Grade 55 and conforms with NCHRP-350 requirements. Average minimum yield strength after cold forming is 60,000 psi.

Stay-put* steel sign posts are hot-dip galvanized in accordance with ASTM A653, G90. Both the interior and the exterior of the post are galvanized. The corner weld is zinc-coated with scarfing operation. The steel posts are also coated with a conversion coating and a clear organic polymer topcoat in Lafitte, LA. Stay-put sign supports are stamped "Stay-put" every 18" to 24" along one side of the post.

We certify that all the Tippacano Tube & Conduit Telespar Sign Posts are manufactured in the United States in Lafitte, LA from steel that was melted, rolled, fabricated, and coated in the United States at the following steel mills:

- Ponchatoula Steel Company, Amite, LA
- South Star Truescope Steel, Amite, LA

Ponchatoula Steel pre-galvanizes the steel in Amite, LA before it is shipped to Tippacano's facility. South Star Truescope has the galvanizing process completed at G.A. Custer's Coating in Monroe, MI. Typical steel mill and product certifications are attached.

Please contact me if you have any questions regarding this certification.

Very truly yours,

A handwritten signature in blue ink that reads "Letitia C. Tyler".

Letitia Christian Tyler
Certification Specialist

W.H.Harrison International

Phone: 804-111-1112

Email: lctyler@tippytube.com

cc: David Gardiner, W.H.Harrison International

CORRECTED EXAMPLE FOR R.P.M.

Dapper Dan. the Marking Man

101 Elm Drive. Mechanicsville, VA 23111

Virginia Department of Transportation
1601 Orange Road
Culpeper, VA 22701

05/18/17

VDOT Project # (NFO) PM7D-967-F17,P401
UPC# 109048
Order # 714

Subject: Buy America Compliance

Mr. Frazer,

For the 335 Raised Pavement Marker housings placed on this project between 05/12/17 and 05/14/17, I certify that all the manufacturing processes have taken place within the U.S.A.; this includes melting, casting, forging, and coating. We purchase all of our Raised Pavement Marker housings from Tombigbee Foundry in Tishamingo, Mississippi (www.tombigironandsteel.com).

Please feel free to contact me with any questions.

Sincerely,



U. Everett McGill
Project Engineer

CORRECTED EXAMPLE FOR R.P.M.

Dapper Dan. the Marking Man

101 Elm Drive. Mechanicville. VA 23111

Virginia Department of Transportation
1601 Orange Road
Culpeper, VA 22701

05/18/17

VDOT Project # (NFO) PM7D-967-F17,P401
UPC# 109048
Order # 714

Subject: Buy America Compliance

Mr. Frazer,

For the 335 Raised Pavement Marker castings placed on this project between 05/12/17 and 05/14/17, I certify that all the manufacturing processes have taken place within the U.S.A.; this includes melting, casting, forging, and coating. The castings in our stockpile have all come from either the Tombigbee Foundry in Tupelo, Mississippi (www.tombigsteel.com) if purchased prior to February 2017, or more recently, from the Chingachgook Steel in Ithaca, New York (www.mohicansteel.com).

Please feel free to contact me with any questions.

Sincerely,



U. Everett McGill
Project Engineer

DUCTILE IRON PIPE EXAMPLE

ISO 9001:2008 Certified QMS

Phone: [REDACTED] Fax: [REDACTED]

GENERAL CERTIFICATION

SOLD TO:

[REDACTED]

Richmond, VA 23224
P: ###-###-#### F: ###-###-####

DATE: 12/11/17

POST-FACTO DATE - SHOULD BE CURRENT

S.O. # ?

CUSTOMER'S P.O. # ?

DATE OF SHIPMENTS:

NEEDED TO BE FILLED OUT

FOR:

[REDACTED]

Bristol @ Westcreek

NEED PROJECT LOCATION &/OR PROJECT ID #

BOL # ?

METHOD OF SHIPMENT - COMMON CARRIER

We certify that the material as listed below was manufactured, tested, and inspected in accordance with the most recent revision of the following standard(s) and meets all the requirements thereof:

QTY ORDERED	MATERIAL	NOM.L/L	CLASS
942'	6" Tyton Joint, Ductile Iron	18'	52
725'	8" Tyton Joint, Ductile Iron	18'	52
179'	8" Restrained Joint, Ductile Iron	18'	52
471'	6" Restrained Joint, Ductile Iron	18'	52

IN THIS CASE, DID NOT MATCH THE QUANTITIES DELIVERED TO THE PROJECT. QUANTITY SHOWN NEEDS TO MATCH THE QUANTITY ACTUALLY DELIVERED ON THE DATE SHOWN.

The Ductile Iron Pipe is melted and processed in the United States. *(NEED TO LIST PROCESSES (MELTED, MIXED, CAST, & COATED))*

STANDARDS: **MANUFACTURING SITE: PHILLIPSBURG, NJ AND COSHOCTON, OHIO**

DUCTILE IRON PIPE
X ANSI/AWWA C151/A21.51
NSF 61

JOINTS
xxx Push-On: ANSI/AWWA C111/A21.11
Mechanical Joint ANSI/AWWA C111/A21.11
xxx T R Flex Joint ANSI/AWWA C111/A21.11

FITTINGS

ANSI/AWWA C110/A21.10
ANSI/AWWA C153 (DI CL.350)

LINING (Per ANSI/AWWA C104 A21.4)
XXX Asphaltic coated inside & outside
Standard Cement Lining (CL)
XXX Double Cement Lining (DCL)
Other- 401 EPOXY LINED
Bare inside & Asphaltic coated outside

Appendix C – Sample UMIS Resolution – Additions/Deletions

A RESOLUTION NO. XXX

Petitioning the Department of Transportation for maintenance payments for certain streets in the Urban Maintenance Inventory System (UMIS)

WHEREAS, pursuant to the provisions of Virginia Code Section 33.2-319, the Virginia Department of Transportation makes payments to municipalities for the maintenance of qualifying highways; and

WHEREAS, Virginia Department of Transportation procedures require that municipalities requesting lane mileage additions and deletions for payments under § 33.2-219 submit Form U-1, "Request for Street Additions, Deletions or Conversions for Municipal Assistance Street Payments," as approved by the municipality's governing body;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY/TOWN OF _____:

1. That the City/Town of _____ hereby petitions the Virginia Department of Transportation to accept (or delete) those streets listed on Form U-1 for street maintenance payments; a copy of said Form U-1 being attached hereto and made a part of this resolution.
2. That Form U-1 and accompanying maps, and a copy of this resolution, shall be transmitted to the Resident Engineer/Administrator of the Virginia Department of Transportation.
3. That this resolution shall be in full force and effect upon its passage.

Approved:

Mayor

Attest:

City/Town Clerk