

MOTION:

July 14, 2020
Regular Meeting
Res. No. 20-

SECOND:

RE: ENDORSE THE RECOMMENDED ROUTE 28 BYPASS PROJECT LOCATION (ALTERNATIVE 2B); AUTHORIZE THE EXECUTION OF A STANDARD PROJECT AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR THE ROUTE 28 BYPASS PROJECT (NORTHERN VIRGINIA TRANSPORTATION AUTHORITY PROJECT #2018-032-3); BUDGET AND APPROPRIATE \$89,000,000 TO BE REIMBURSED WITH FISCAL YEAR 2018-2023 70% NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FUNDS – BRENTSVILLE, COLES, AND GAINESVILLE MAGISTERIAL DISTRICTS

ACTION:

WHEREAS, Route 28 is critical corridor in Prince William County that carries high volume intra-county and regional traffic; and

WHEREAS, Prince William County has established mobility improvements to the Route 28 corridor as a priority through inclusion in the County's Comprehensive Plan, Capital Improvement Plan, and the 2019 Mobility Bond Referendum authorized by the Board of County Supervisors and approved by voters; and

WHEREAS, the Route 28 Corridor Feasibility Study was authorized to identify the preferred alternative for the section of Route 28 from Godwin Drive in Manassas to Centerville Road in Fairfax County; and

WHEREAS, the Route 28 Corridor Feasibility Study identified thirteen alternatives and conducted a two-phase screening evaluation using the criteria of 2017 Planning Costs, Traffic Impacts, Socioeconomic and Right-of-Way Impacts, and Environmental Impacts to rank the alternatives; and

WHEREAS, Alternative 2B was the highest-ranking project location and was determined to have the lowest cost, highest traffic impacts, lowest impacts to existing development and communities, and low impact to the environment; and

WHEREAS, Alternative 2B is a bypass to existing Route 28 that will extend Godwin Drive as a four-lane divided roadway with a shared use path. The bypass will run parallel to Flat Branch and Bull Run streams and connect with Route 28 at a signalized intersection north of Bull Run Stream in Fairfax County. Route 28 improvements will tie into Fairfax County's widening project; and

WHEREAS, the Route 28 Bypass project location will reduce congestion and improve network reliability on Route 28, enhance peak period commuter traffic flow between Interstate 66 and residential communities, improve access to transit, and provide pedestrian and bicycle facilities; and

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WHEREAS, the project location as per Alternative 2B has been recommended by the Route 28 Corridor Study's Technical and Executive Committees, comprised of 67 professional staff, executive leadership, and elected officials at the federal, state, regional, and local levels; and

WHEREAS, the ongoing Route 28 Environmental Study has further analyzed and refined the location and impacts of the alternatives identified in the Route 28 Feasibility Study. Three public information meetings have been conducted; and

WHEREAS, County staff concurs with the aforementioned findings and recommendations of the studies and recommends Alternative 2B as the project location for the Route 28 Bypass; and

WHEREAS, the location of the Rt 28 Bypass is in the Comprehensive Plan and approval of this resolution excludes the need for a Comprehensive Plan Amendment or a Public Facilities Review; and

WHEREAS, the legislation established a dedicated, sustainable funding stream for transportation in Northern Virginia allowing the Northern Virginia Transportation Authority (NVTa) to begin fulfilling its mission to address regional transportation challenges. HB2313 separated these funds into 70% Regional Revenue, that is allocated through a competitive application process by NVTa for regional transportation projects; and 30% Local Distribution Revenue, that is distributed to jurisdictions for local and eligible transportation objectives; and

WHEREAS, TransAction is the multi-modal transportation master plan for Northern Virginia. It is a long-range plan addressing regional transportation needs through 2040. The plan focuses on eleven major travel corridors in Northern Virginia and identifies over 350 candidate regional projects for future transportation investments to improve travel throughout the region. TransAction is not bound to any budget and proposes more projects than can realistically be funded. The results of TransAction are used to inform the NVTa's Six Year Program for capital funding and to guide decisions about which transportation improvements the NVTa should prioritize for investment; and

WHEREAS, NVTa has 60 candidate regional projects to be funded using the 70% HB2313 revenues for Fiscal Year 2018-2023. NVTa's Standard Project Agreement (SPA) allows for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the authority to receive, on a reimbursement basis, the 70% NVTa funds. A signed and approved SPA is required prior to the distribution of the 70% HB2313 funds; and

WHEREAS, NVTa SPA for the Route 28 Bypass Project must be executed in order for the County to administer the project and for the County to be reimbursed for the approved funding; and

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WHEREAS, the \$89,000,000 for the Route 28 Bypass Project using Fiscal Year 2018-2023 NVTa funds must be budgeted and appropriated in order for it to be used for work associated with the respective project. The County will be reimbursed by NVTa with an approved SPA for the project; and

WHEREAS, the Prince William Board of County Supervisors voted June 16, 2020, via Resolution Number (Res No.) 20-497, to authorize a public hearing to endorse the recommended Route 28 Bypass project location; to execute a standard project agreement between Prince William County and the Northern Virginia Transportation Authority for the Route 28 Bypass project; Northern Virginia Transportation Authority Project #2018-032-3; and to budget and appropriate \$89,000,000 to be reimbursed with fiscal year 2018-2023 70% Northern Virginia Transportation Authority funds; and

WHEREAS, a public hearing has been duly advertised for this purpose and was conducted on July 14, 2020, and all interested parties were heard;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby endorses the Route 28 Bypass project location (Alternative 2B) identified herein by the Department of Transportation staff;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the execution of a Standard Project Agreement and associated documents between Prince William County and the Northern Virginia Transportation Authority for local administration of the Route 28 Bypass Project;

BE IT FURTHER RESOLVED that \$89,000,000 for the Route 28 Bypass Project designated for reimbursement using Fiscal Year 2018-2023 70% Northern Virginia Transportation Authority Funds be budgeted and appropriated to allow a Request for Proposal (RFP) to be issued for the design of the project;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the County Executive, or his designee, to execute such documents necessary to affect the intent to this resolution and sign the Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Prince William County on behalf of the Prince William Board of County Supervisors.

ATTACHMENT: NVTa Standard Project Agreement

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Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Director of Transportation

ATTEST: _____
Clerk to the Board

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Prince William County Board of County Supervisors
(Recipient Entity)

Project Name: Route 28 Bypass Project

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Prince William County Board of County Supervisors ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, _____ the Recipient Entity _____ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed _____ the Recipient Entity _____'s application for funding and has approved _____ the Recipient Entity _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ the Recipient Entity _____, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A),(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ the Recipient Entity _____ to finance the Project;

WHEREAS, NVTA agrees that _____ the Recipient Entity _____ will design and/or construct the Project or perform such other specific work for the Project and _____ the Recipient Entity _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ the Recipient Entity _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and _____ the Recipient Entity _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

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

A. Recipient Entity's Obligations

the Recipient Entity shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A), (C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to the Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where the Recipient Entity seeks to advance a Project to the next phase using NVTA funds, the Recipient Entity shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit the Recipient Entity from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, the Recipient Entity further recognizes that NVTa's reimbursement to the Recipient Entity for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. the Recipient Entity shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, the Recipient Entity can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of the Recipient Entity.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. the Recipient Entity understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. the Recipient Entity shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to the Recipient Entity's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should the Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, the Recipient Entity shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by the Recipient Entity's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern the Recipient Entity and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern _____ the Recipient Entity _____; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that _____ the Recipient Entity _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all _____ the Recipient Entity _____'s contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ the Recipient Entity _____ for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that _____ the Recipient Entity _____ may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement _____ the Recipient Entity _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, _____ the Recipient Entity _____ will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____ the Recipient Entity _____.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ the Recipient Entity _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ the Recipient Entity _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ the Recipient Entity _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ the Recipient Entity _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that _____ the Recipient Entity _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that _____ the Recipient Entity _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to _____ the Recipient Entity _____ the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ the Recipient Entity _____ for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all _____ the Recipient Entity _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ the Recipient Entity _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify _____ the Recipient Entity _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of _____ the Recipient Entity _____ that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all _____ the Recipient Entity _____'s supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ the Recipient Entity _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that _____ the Recipient Entity _____ has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise _____ the Recipient Entity _____'s designated representative in writing. _____ the Recipient Entity _____ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review _____ the Recipient Entity _____'s response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that _____ the Recipient Entity _____ has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from _____ the Recipient Entity _____ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by _____ the Recipient Entity _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ the Recipient Entity _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ the Recipient Entity _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ the Recipient Entity _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ the Recipient Entity _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____ the Recipient Entity _____'s material breach of this Agreement. If so terminated, _____ the Recipient Entity _____ shall refund to NVTA all funds NVTA provided to _____ the Recipient Entity _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ the Recipient Entity _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ the Recipient Entity _____ may

request that NVTa excuse _____ the Recipient Entity _____ from refunding all funds NVTa provided to _____ the Recipient Entity _____ for the Project based upon _____ the Recipient Entity _____'s substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse _____ the Recipient Entity _____ from refunding all or a portion of the funds NVTa provided to _____ the Recipient Entity _____ for the Project. No such request to be excused from refunding will be allowed where _____ the Recipient Entity _____ has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ the Recipient Entity _____ will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and _____ the Recipient Entity _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to _____ the Recipient Entity _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

_____ the Recipient Entity _____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that _____ the Recipient Entity _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ the Recipient Entity _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ the Recipient Entity _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ the Recipient Entity _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____ the Recipient Entity _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031

2) to _____ the Recipient Entity _____, to the attention of Ricardo Canizales
5 County Complex Ct, Suite 290
Woodbridge, VA 22192 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

the Recipient Entity represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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

Northern Virginia Transportation Authority

By: _____

Date: _____

Prince William County Board of County Supervisors (Name of Recipient Entity)

By: _____

Date: _____



STAFF REPORT

Board Meeting Date:	July 14, 2020
Agenda Title:	Endorse the Recommended Route 28 Bypass Project Location (Alternative 2B); Authorize Execution of a Standard Project Agreement Between Prince William County and the Northern Virginia Transportation Authority for the Route 28 Bypass Project (Northern Virginia Transportation Authority Project #2018-032-3); Budget and Appropriate \$89,000,000 to be Reimbursed with Fiscal Year 2018-2023 70% Northern Virginia Transportation Authority Funds
District Impact:	Brentsville, Coles, and Gainesville Magisterial Districts
Requested Action:	Endorse project location, authorize execution of Standard Project Agreement, and budget and appropriate \$89,000,000.
Department / Agency Lead:	Department of Transportation
Staff Lead:	Ricardo Canizales, Director

EXECUTIVE SUMMARY

Route 28 is a critical roadway in Prince William County and improvements to this roadway are in the County's Comprehensive Plan. The Route 28 Corridor Feasibility Study, completed in late 2017, identified and evaluated project alternatives for improving a segment of Route 28. As a result of this study, Alternative 2B was identified as the highest ranked alignment. This alternative would be a bypass to the existing Route 28 by extending Godwin Drive north from its intersection with Sudley Road and connecting to Route 28 north of Bull Run, where Route 28 will tie into the Route 28 widening project in Fairfax County. It was ranked the highest of the study alternatives due to a high congestion relief and travel time savings, the least Right-of-Way (ROW) impacts, low environmental impacts and the lowest cost. This project will reduce congestion and improve network reliability on existing Route 28, enhance peak period commuter traffic flow, improve access to transit at the Manassas Virginia Railway Express (VRE) Station and provide pedestrian and bicycle facilities. Based on project funding sources, findings of the Route 28 Corridor Feasibility Study/Route 28 Environmental Study and, after consideration of input from the public information meetings, County staff is recommending Alternative 2B as the Route 28 Bypass project location. Additionally, County staff is recommending moving forward with obligating the approved NVT A 70% funding to move forward with the design of the recommended project location.

The Prince William Board of County Supervisors (BOCS) authorized a public hearing to endorse the recommended Route 28 Bypass Project location, execute a Standard Project Agreement with NVT A and budget and appropriate \$89 million to be reimbursed with Fiscal Year (FY) 2018-2023 NVT A 70% funding, on June 16, 2020. The public hearing was advertised in accordance with County's legally required notification process.

It is the recommendation of County staff that the Prince William Board of County Supervisors endorse the recommended Route 28 Bypass project location (Alternative 2B); authorize execution of a Standard Project Agreement between Prince William County and the Northern Virginia Transportation Authority for the Route 28 Bypass project (Northern Virginia Transportation Authority project #2018-032-3); and budget and appropriate \$89,000,000 to be reimbursed with FY 2018-2023 70% Northern Virginia Transportation Authority funds.

BACKGROUND

Route 28 is a corridor of statewide significance and improvements to Route 28 in Prince William County are a local and regional priority. Route 28 carries high volume intra-county and regional traffic, with an Average Annual Daily Traffic (AADT) count of up to 54,000 on sections of the roadway. The Route 28 Corridor Feasibility Study identified and evaluated locations for the segment of Route 28 spanning from Godwin Drive in Prince William County through Manassas to Centerville Road in Fairfax County. This study was guided by key objectives of reducing congestion and improving reliability on Route 28, enhancing commuter traffic flow from residential areas to Interstate 66 during peak travel periods, improving access to transit, increasing opportunities for alternative travel modes to single occupancy vehicle travel, mitigating impacts to existing development and environment and obtaining public consensus.

The Feasibility Study for the location of this project evaluated a total of 13 alternatives. A two-phase screening process was used in which the Technical Committee and Executive Committee, comprised of 67 professional staff, executive leadership and elected officials at the federal, state, regional and local levels, participated. In the first screening, the committees reviewed the 13 alternatives and recommended four for further analysis. In the second screening, the four alternatives were compared to each other and the 2040 No Build Alternative and ranked them based on four criteria; 2017 Planning Level Costs, Traffic Impacts, Socioeconomic/ROW Impacts and Environmental Impacts. Alternative 2B was the highest ranked alternative. The project location was determined to have the lowest cost, highest traffic impact benefits, the least socioeconomic/ROW impacts and the second least environmental impacts.

Alternative 2B will be a bypass of the existing Route 28 through parts of Prince William County, the City of Manassas, and the City of Manassas Park. The bypass will be an extension of Godwin Drive from the current terminus at Sudley Road (Route 234 Business) to north of the Bull Run stream where it will connect with Route 28. The bypass will run parallel to Flat Branch stream then move east to run along the south side of the Bull Run stream and will cross the Fairfax County line to connect to Route 28. The bypass will be designed as a four-lane divided roadway with a shared-use path on one side. Two bridges, one new and one replacement, will also be constructed as part of this bypass project. The bypass will connect to Route 28 at a signalized intersection in Fairfax County.

The Route 28 Environmental Study began in 2018 with the goal of further analyzing the alternatives identified from the Route 28 Feasibility Study included. As part of this study, the location and impacts of Alternative 2B were refined and the required environmental documentation for the project will be prepared. The study initially included the National Environmental Protection Act (NEPA) process but since no federal funding is anticipated to be used for this project, the focus has shifted to preparing documentation for the Local Environmental Review Process (LERP)/State Environmental Review Process (SERP). The local/state process will save nearly \$150 million and deliver the project two to three years sooner than a typical federal process.

Public input has been provided throughout the Feasibility Study and Environmental Study Processes. Public Information Meetings held to date are listed below. Each meeting provided opportunity for input, including question and answer sessions and comment sheets.

Feasibility Study Public Meeting

- September 7, 2017- Manassas Park Community Center
- September 11, 2017- Centreville Elementary School (Fairfax County)

Environmental Study- Public Scoping Information Meeting

- December 5, 2018- Loch Lomond Elementary School
- December 6, 2018- Sully District Governmental Center (Fairfax County)

Environmental Study-Alternatives Public Meeting

- October 9, 2019- Yorkshire Elementary School (~15,000 postcard notifications were sent for this meeting in a one-mile radius of project area)
- October 23, 2019- Development Services Building (Follow-up meeting for potentially affected property owners).

The project will require a permit from the United States Corps of Engineers and an environmental review will be included in this process. The permit application will be submitted when the project is at 60% design. The immediate next step, pending BOCS endorsement of the project location as per Alternative 2B, will be to issue a Request for Proposal (RFP) for the design of the Route 28 Bypass in line with Alternative 2B. The design, which will include additional public meetings/hearings, will be funded using the \$20 million in NVT A 70% funds.

The \$20 million is part of the \$89 million in NVT A 70% funding awarded to the project in the NVT A FY2018-2023 Six Year Plan. The funds can only be received after the County enters into a Standard Project Agreement (SPA) with NVT A. The requested Board actions authorize County staff to budget and appropriate funding and execute a SPA to receive funds from NVT A on a reimbursement basis. The local/state process will save up to \$150 million in project cost and two to three years in project delivery time over the typical federal process.

The Prince William Board of County Supervisors authorized a public hearing to endorse the recommended Route 28 Bypass project location, execute a Standard Project Agreement with NVT A, and budget and appropriate \$89 million to be reimbursed with FY 2018-2023 NVT A 70% funding, on June 16, 2020 via Res. No. 20-497. The public hearing was advertised in accordance with County's legally required notification process.

STAFF RECOMMENDATION

It is the recommendation of County staff that the Prince William Board of County Supervisors endorse the recommended Route 28 Bypass project location (Alternative 2B); authorize execution of a Standard Project Agreement between Prince William County and the Northern Virginia Transportation Authority for the Route 28 Bypass project (Northern Virginia Transportation Authority project #2018-032-3); and budget and appropriate \$89,000,000 to be reimbursed with FY 2018-2023 70% Northern Virginia Transportation Authority funds.

Service Level / Policy Impact

Endorsing and authorizing the execution of a standard project agreement with the Northern Virginia Transportation Authority will further the County's Mobility Strategic Goal of providing "an accessible, comprehensive, multi-modal network of transportation infrastructure that supports local and regional mobility." Specifically, the project will decrease congestion and travel time, provide relief to Interstate 66 and increase access to transit at the Manassas VRE. The Route 28 Bypass is part of the mobility bond referendum authorized by the BOCS and approved by Prince William County voters in November 2019 and has been identified by the BOCS as a Primary Road Project Priority. The project is in the Comprehensive Plan (Parkway 3 of the Thoroughfare Plan). Approval of the resolution includes the project location in the Comprehensive Plan (attached) which will exclude the need for a Comprehensive Plan Amendment or a Public Facilities Review.

Fiscal Impact

If approved, the \$89,000,000 budgeted and appropriated to the Route 28 Bypass project will be fully reimbursed with approved FY 2018-2023 NVTA 70% funding. Based on initial estimates, the total cost of the project is \$300 million. If not approved, the NVTA awarded funds will not be obligated and the project cannot move forward to design. Endorsing the project location will allow the County to move forward with the local/state process and save up to \$150 million in project cost and two to three years in project delivery time over the typical federal process.

Legal Impact

The BOCS is not legally required to endorse the project location. Endorsement is being sought due to the scope of the project, right-of-way impacts, and status as a mobility bond project. The BOCS has legal authority to authorize execution of Standard Project Agreement and budget and appropriate NVTA funding, however, the Board is not legally required to do so.

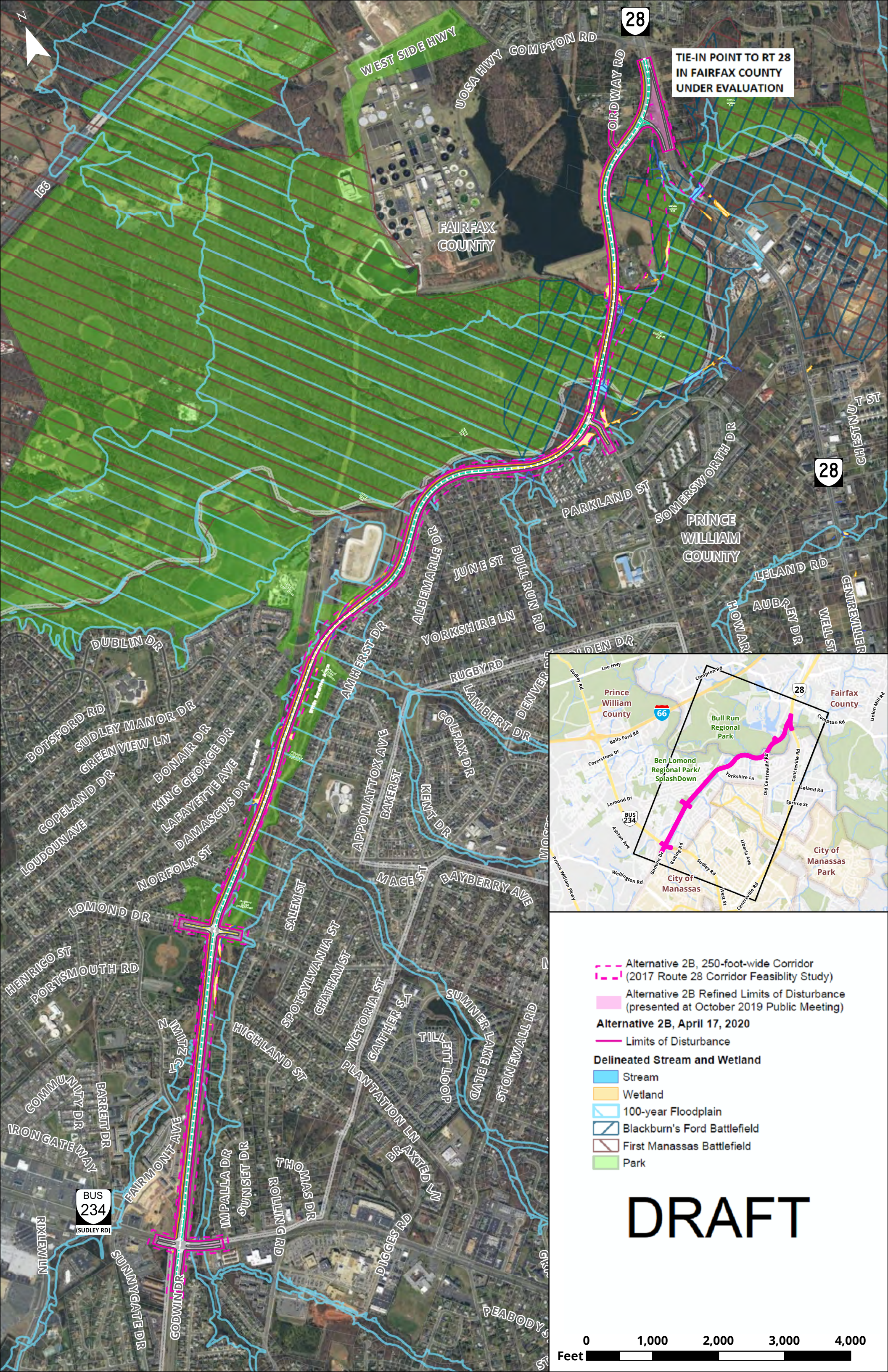
STAFF CONTACT INFORMATION

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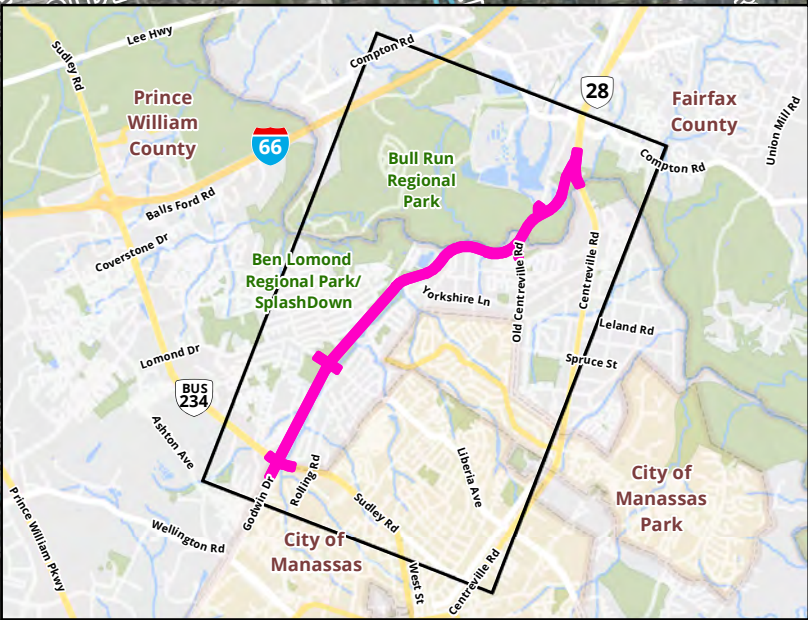
ATTACHMENTS

1. Project Sketch 2B Location
2. Project Location in the Comprehensive Plan

ATTACHMENT 1



TIE-IN POINT TO RT 28
IN FAIRFAX COUNTY
UNDER EVALUATION



- Alternative 2B, 250-foot-wide Corridor
(2017 Route 28 Corridor Feasibility Study)
- Alternative 2B Refined Limits of Disturbance
(presented at October 2019 Public Meeting)
- Alternative 2B, April 17, 2020
- Limits of Disturbance
- Delineated Stream and Wetland
- Stream
- Wetland
- 100-year Floodplain
- Blackburn's Ford Battlefield
- First Manassas Battlefield
- Park

DRAFT

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Feet

ATTACHMENT 2

Thoroughfare Plan Map

