

## **PROJECT DESIGN ADMINISTRATION AGREEMENT**

### **BETWEEN FAIRFAX COUNTY and the TOWN OF VIENNA**

for the design of pedestrian enhancement improvements on Creek Crossing Road in the Town of Vienna, Virginia and the County of Fairfax, Virginia.

THIS AGREEMENT, made and executed in duplicate on this the 2nd day of MARCH, 2015, ("Effective Date") between the COUNTY OF FAIRFAX, VIRGINIA (the "COUNTY"), and the TOWN OF VIENNA, VIRGINIA (the "TOWN").

#### **WITNESSETH**

WHEREAS, the COUNTY's Transportation Priorities Plan, approved on January 28, 2014, includes funding for the design, construction, and implementation of pedestrian enhancement improvements on Creek Crossing Road, located in the TOWN and the COUNTY; and

WHEREAS, the COUNTY and TOWN have agreed that the TOWN will perform, or will engage third parties to perform, the design for the pedestrian enhancement improvements on Creek Crossing Road, including but not limited to, administration, scoping, surveying, preliminary engineering, and layout) (the "PROJECT), substantially in accordance with the narrative scope and conceptual layout shown in Appendices A and B; and

WHEREAS, the COUNTY and the TOWN enter into this Agreement to set forth their respective obligations regarding the PROJECT; and

WHEREAS, funds in the amount of \$400,000 have been allocated by the COUNTY to finance the PROJECT and constitute the maximum amount the COUNTY will contribute to the PROJECT (the COUNTY Contribution); and

WHEREAS, the location of the pedestrian enhancement improvements is on Creek Crossing Road, running along Creek Crossing Road from Old Courthouse Road to Miller Lane and along Creek Crossing Road from Beulah Road to Fairway Drive.

WHEREAS, the COUNTY's and TOWN's governing bodies have, by resolutions, which are attached hereto as Appendix C and D, respectively, authorized their respective designees to execute this Agreement; and

WHEREAS, Section 15.2-1108 and Section 15.2-1202 of the Code of Virginia authorizes both the COUNTY and the TOWN to enter into this arrangement;

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

A. The TOWN shall:

1. Complete the work identified in Appendix A. All work shall be completed in accordance to scheduled activities established by both parties, and all applicable federal, state, and local laws and regulations, including the Virginia Public Procurement Act.
2. Prepare all design aspects for the portion of the PROJECT located within the COUNTY in accordance with all applicable design standards of the Virginia Department of Transportation (VDOT), and the COUNTY.
3. Work with the County in good faith to resolve any feasibility issues that may develop.
4. Provide a monthly summary of progress and project expenditures to the COUNTY in addition to, as needed, meetings with the designated COUNTY project manager, to discuss design issues and PROJECT progress. The COUNTY reserves the right to request that the TOWN provide to the COUNTY additional information and/or documentation to substantiate the monthly summary.
5. Obtain COUNTY approval before modifying the scope of the PROJECT as described in Appendix A. Prior to approval for such modification, the COUNTY will work with the TOWN on obtaining any required approvals as appropriate. The TOWN understands that if the TOWN takes any step to construct or implement a design that, in the COUNTY'S sole discretion, significantly deviates from the scope described in Appendix A, the COUNTY shall withdraw from the PROJECT and notify the TOWN of its decision. Within 30 days after the COUNTY's notification, the TOWN shall reimburse to the COUNTY all unspent monies provided to the PROJECT by the COUNTY.
6. Prior to incurring any amount in excess of the COUNTY Contribution, notify the COUNTY of additional PROJECT expenses, whether resulting from unanticipated circumstances or other causes, and provide the COUNTY with detailed estimates of the additional costs.
7. Be responsible for all PROJECT cost overruns that exceed the COUNTY Contribution of \$400,000 for the PROJECT. The TOWN, in its sole discretion, may expend more than the COUNTY's Contribution for the

PROJECT, but the TOWN is responsible for all expenses above the COUNTY Contribution for the PROJECT, whether such additional expenses are the result of cost overruns or TOWN enhancements or modifications.

8. Provide the COUNTY with 30 days' prior notice of its intent to enter into a contract for the design of the PROJECT.
9. Provide to the COUNTY a copy of the final site plan for the PROJECT upon completion of final design.
10. Perform, or engage third parties to perform, and remit all payments for all work associated with the PROJECT, to include administration costs and inspection services and activities for the PROJECT as required.
11. Return any unexpended portion of the COUNTY Contribution to the COUNTY no later than 90 days after the PROJECT has been completed and final expenses have been paid in full.
12. Retain all invoices and all records of payments for any and all materials and services rendered for the PROJECT, and any related expenses for completion of the PROJECT, and provide copies of any such invoices and records of payments to the COUNTY within three business days after such request.
13. Submit monthly summaries as referenced in Section A, Paragraph 4. Failure to submit a monthly summary for three consecutive months shall constitute the TOWN's abandonment of its obligations under this Agreement. Upon notification by the COUNTY to the TOWN of such abandonment, the TOWN will immediately return any amount of the COUNTY Contribution not expended in accordance with this Agreement and, within 14 days of such abandonment or cessation, transmit all invoices and records of payments related to the PROJECT to the COUNTY.

B. The COUNTY shall:

1. Provide to the TOWN for the PROJECT in accordance with this Agreement the payment outlined in Appendix A.
2. Review design plans and cost estimates and provide comments to the TOWN within 30 days after the receipt of the plans and cost estimates.
3. Fifteen days prior to the TOWN's letting of the design contract for the PROJECT, remit the COUNTY Contribution to the TOWN.

4. Participate in monthly, or as needed, meetings with the designated TOWN project manager to discuss project progress.

C. Both parties shall:

1. Maintain all records for the PROJECT for a period of not less than three years from PROJECT completion. All such records shall be subject to audit by either party.
2. Work cooperatively to complete the PROJECT in a timely and expeditious manner.
3. Upon notification of discovery of any hazardous substances in or on the property, immediately confer to determine the scope of any investigation and the requisite response action.
4. Meet and confer to resolve any dispute that may arise between the parties. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.

D. All requirements for funds to be borne by the COUNTY shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

E. Either party may terminate this Agreement prior to construction award upon 30 days' advance written notice. Any portion of the COUNTY Contribution not spent or incurred as a debt to a third party prior to termination shall be returned to the COUNTY within 90 days of termination.

F. THIS AGREEMENT shall not be construed as a waiver of the sovereign immunity of Fairfax County.

G. All notices under this Agreement shall be sent via U.S. Mail, postage prepaid, and email for

Fairfax County to:

Tom Biesiadny  
Director  
Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
[Tom.biesiadny@fairfaxcounty.gov](mailto:Tom.biesiadny@fairfaxcounty.gov)

Audra Bandy, P.E.  
Transportation Planner  
Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, VA 22033-2895  
[Audra.Bandy@fairfaxcounty.gov](mailto:Audra.Bandy@fairfaxcounty.gov)

and for the Town of Vienna to:

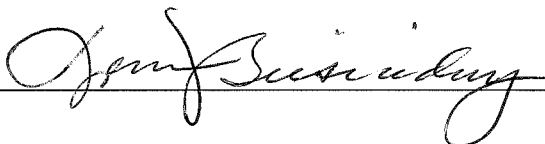
Dennis Johnson, P.E.  
Director  
Department of Public Works  
127 Center Street S.  
Vienna, VA 22180  
[djohnson@viennava.gov](mailto:djohnson@viennava.gov)

Michael J. Gallagher, PE  
Deputy Director of Public Works  
Town of Vienna  
127 Center Street S.  
Vienna, VA 22180  
[Michael.Gallagher@viennava.gov](mailto:Michael.Gallagher@viennava.gov)

- H. THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.
- I. THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.
- J. THIS AGREEMENT shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

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 FAIRFAX, VIRGINIA:**



3/2/10  
Date

Tom Biesiadny

Typed or Printed Name of Signatory

Date

Director, Department of Transportation

3/2/16

Title

Date

Pamela B. Martin

Signature of Witness

Date

**TOWN OF VIENNA, VIRGINIA:**

Mercy T. Payton

Date

02/03/16

Mercury T. Payton

Typed or Printed Name of Signatory

Date

02/03/16

TOWN MANAGER

Title

Date

02/03/16

Payton

Signature of Witness

Date

2/3/16



# Appendix A Pre-Scoping Document

## Project Information:

## Estimated Design Cost (not to exceed)

|                 |  |           |
|-----------------|--|-----------|
| Name:           | Creek Crossing Pedestrian Enhancements   | \$400,000 |
| Project Number: | 231  |           |
| Project Type:   | Pedestrian   |           |
| Lead Agency:    | FCDOT  |           |
| Location:       | Creek Crossing from Beulah Road to Fairway Drive and from Miller Lane to Old Courthouse Road |           |
| District(s):    | Hunter Mill  |           |
| Tax Map:        | 28-4   |           |
| ADC Page:       |  |           |

## Roadway Information:

|                     |                     |
|---------------------|---------------------|
| Street Name:        | Creek Crossing Road |
| Route Number:       | 724                 |
| Facility Type:      | Secondary           |
| Classification:     | Urban Collector     |
| Posted Speed:       | 25 mph              |
| Design Speed:       | mph                 |
| Existing Traffic    | 3300                |
| ADT Year            | 2010                |
| Projected Traffic:  |                     |
| ADT Year            |                     |
| Truck (%)           |                     |
| Existing # of Lanes |                     |
| Proposed # of Lanes |                     |
| Lengths: (roadway)  | 1.04 miles          |
| (sidewalk/trail)    | 5480 feet           |

## Purpose & Need Statement:

Project will be managed by Town of Vienna under a board approved agreement. The County will fund the project in two phases, Phase 1 Design and Phase 2 Right of Way and Construction. Both will be funded with a not-to-exceed, specified amount. Phase 1 of the project includes design plans for the upgrade and expansion of approximately 2,430 feet of existing road and sidewalk along Creek Crossing from Beulah Road to Fairway Drive and upgrade and expansion of approximately 3,050 feet of sidewalk from Miller Lane to Old Courthouse Road. Improvements will include curb and gutter, drainage and utility improvements within the Town of Vienna and Fairfax County, as well as updating curb accessible ramps at all intersection crossings within the project limits. Additional improvements to include replacing and expanding asphalt trail and ditch, as well as improving the Fairfax Park and bike trail crossing with a possible pedestrian activated signal. All improvements within the Town will be to Town standards and affected parcels within Fairfax County will be to VDOT and County PFM requirements.

## Existing Conditions Description:

There are abrupt changes in grade along the existing pedestrian facility from Miller Lane to Old Courthouse Road. Existing paved sidewalk is in poor condition and does not meet ADA requirements. Improvements to drainage and utilities are necessary for these changes.

**Project Issues & Challenges:**

Are you aware of the need for any design exceptions?

Yes

☐

No

☒

Are you aware of the need for any design waivers?

Yes

☒

No

☐

If yes, please explain:

A buffer waiver may be needed to match the existing buffer and right of way constraints.

**Issues Affecting the Scope of the Project:**

Item (check all that apply)

Description of Issue

Access Management

Environmental

Federal Properties

Interchange Just./ Mod Report

Landscape/Streetscape Plans

Pedestrian Accommodations ☒

Proffers / Special Exceptions

Railroad Facilities

Retaining Walls

Right-of-Way ☒

Signalization / ITS

Stormwater Management ☒

Temporary Detours

Utilities ☒

Other

Challenging cross-slopes between Miller Lane and Old Courthouse Road

Crossing property line north of Miller Lane

will be required due to length of the project

Drainage and Electrical may need to be relocated

**Bicycle & Pedestrian Accommodations:**

Is this project on a facility identified in an adopted local or regional pedestrian or bicycling plan and/or report

Yes

No

☒

Sidewalk/Walkway Width

Existing

&lt;5

Proposed

5

Location

Shared Use Path(s)

Location

Does ped facility meander?

no

no

If yes, additional ROW width needed?

yes

Bicycle lane width

Location

Wide Outside Curb Lane

Location

Paved Shoulder Width

Location

Indicate if any of the following items are included in the project:

Existing

Proposed

Crosswalk

Median/Refuge

Curb Ramp

Pedestrian Signals

☒**Additional Information/Description (if needed), including studies and analysis.**



**Proposed Project Elements - Scoping Worksheets Reviewed**

Scoping Worksheets for each functional area are to be reviewed - make sure they are invited to the scoping meeting

|                                     |  |                                     |                              |
|-------------------------------------|--|-------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> | County Board Member Office   | <input checked="" type="checkbox"/> | FCDOT Traffic Operations     |
| <input checked="" type="checkbox"/> | FCDOT Environmental  | <input type="checkbox"/>            | FCDOT Utilities              |
| <input type="checkbox"/>            | FX Co. Storm Water Management  | <input type="checkbox"/>            | FCDOT Transit                |
| <input type="checkbox"/>            | FCDOT Trans. Design Division   | <input type="checkbox"/>            | FX Co. Site Plan             |
| <input type="checkbox"/>            | FCDOT Bicycle Program Manager  | <input type="checkbox"/>            | <b>FX Co. Proffers</b>       |
| <input checked="" type="checkbox"/> | FCDOT Pedestrian Program Manager   | <input type="checkbox"/>            | FX Co. Revitalization        |
| <input checked="" type="checkbox"/> | FCDOT Funding (need to indicate funding type)                                  | <input checked="" type="checkbox"/> | VDOT Traffic Engineering     |
| <input checked="" type="checkbox"/> | FCDOT Right of Way   | <input type="checkbox"/>            | VDOT Permits                 |
| <input type="checkbox"/>            | Fairfax County Schools if project is within 1 mile of a school                 | <input type="checkbox"/>            | VDOT Stormwater Management   |
| <input type="checkbox"/>            | Fairfax County Fire and Rescue if project is within 1/2 mile of a fire station | <input type="checkbox"/>            | VDOT Land Development        |
| <input type="checkbox"/>            | Fairfax County DPWES (lighting section)  | <input type="checkbox"/>            | VDOT Location & Design       |
|                                     |  | <input type="checkbox"/>            | VDOT Structure and Bridge    |
|                                     |  | <input type="checkbox"/>            | VDOT Preliminary Engineering |
|                                     |  | <input type="checkbox"/>            | FCDOT Zoning                 |

**Functional Area Comments**

Initial Project Review Meeting was held on 8/25/2014. No comments received.

**Scope Recommendation**

Original Signed by Audra Bandy  
Project Manager

Date: **6-Aug-15**

*The following signature constitutes Scope approval for this project that the Project Manager concludes no further studies are required to determine scope.*

Original Signed by Karyn Moreland  
FCDOT Section Chief

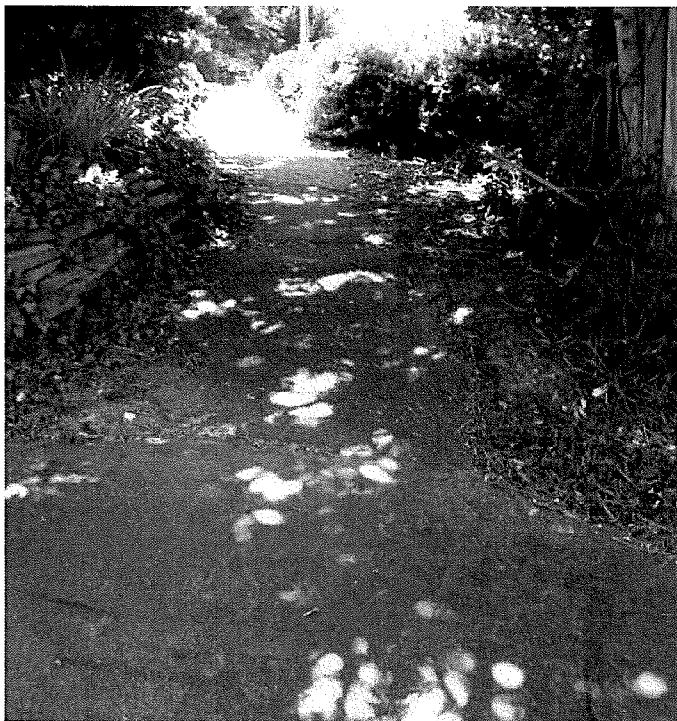
Date: **19-Aug-15**

Please return the approved scoping report to the Project Manager.

The Project Manager will forward this scope to the Design Division and upload the approved report to the electronic file located at: Pre-scoping documents Pre Scoping Master File



Uneven, sloping pathway along Creek Crossing Road. May present a cross-slope issue.



Continuing North. Width issue due to stones and tree roots. Sight distance issue because of foliage and angle of driveway.



Continuing North. Issue with cross-slope. There may not be enough length of sidewalk to achieve desired slope.



Two 90 degree turns on walkway, with drainage



Inlet along walkway





Limited walkway and storm cover



Drainage and limited width of walkway



Drainage and limited width of walkway

## Appendix B



## **Fairfax County Board of Supervisors Resolution**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, February 16, 2016, at which meeting a quorum was present and voting, the following resolution was adopted.

### **AGREEMENT EXECUTION RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Funding Agreement in the amount of \$400,000 with the Town of Vienna for the design of pedestrian improvements on Creek Crossing Road to be administered by the Town of Vienna.

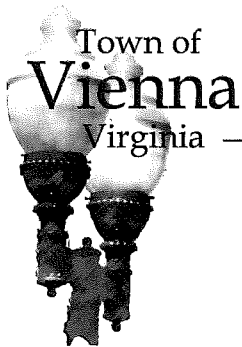
Adopted this 16<sup>th</sup> day of February 2016, Fairfax, Virginia

ATTEST:



Catherine A. Chianese  
Clerk to the Board of Supervisors





Department of Public Works

Dennis Johnson, P.E.  
*Director*

February 3, 2016

Ray Johnson, Transportation Planner  
Coordination and Funding Division  
Fairfax County Department of Transportation  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033

Dear Mr. Johnson,

RE: Creek Crossing Sidewalk Project Memorandum of Understanding

Enclosed is the MOU signed by the Vienna Town Manager as authorized by Town Council. Please return a copy to me when fully executed by your office. Thank you for coordinating this important project.

Sincerely,

Dennis Johnson  
Director