



Town of Vienna

Meeting Minutes

Town Council Meeting

Charles A. Robinson Jr. Town
Hall
127 Center Street South
Vienna VA, 22180

Monday, July 6, 2015

8:00 PM

Charles A. Robinson, Jr. Town Hall, 127
Center Street, South

Regular Council Meeting

Swearing in of Newly Elected Officials

Invocation: Reverend Corky Eddins, Christ Church Vienna

Pledge of Allegiance to the Flag of the United States of America

1. Roll Call

2. Approval of the Minutes:

Regular Meetings Minutes of May 11, 2015, June 1, 2015 and the Work Session
Minutes of June 8, 2015.

3. Receipt of petitions and communications from the Public

4. Reports/Presentations

- A. Report and Inquiries of Council Members
- B. Report of the Town Manager
- C. Report of the Mayor
- D. Proposals for Additional Items to the Agenda
- E. Closed Session

5. Public Hearings

Public Hearing on a Proposed Ordinance to Amend the Code of the Town Of
Vienna, Chapter 18, Zoning, Article 2, Definitions and Article 23, Board of
Zoning Appeals, Updating Variance Standards Consistent With the Code of
Virginia.
approved

Public Hearing for consideration of a proposed ordinance to amend the Code of
the Town of Vienna, Chapter 9, Motor Vehicles and Traffic, Article 1, In

General, Section 9-3, Adoption of State Code, of the Code of the Town of Vienna.

approved

Public Hearing on the proposed Adoption of an Ordinance Authorizing the Collection of E-Summons Fees.

approved

Public Hearing and Proposed Adoption of an Ordinance re-locating the polling place for Town elections.

approved

6. Consent Agenda

7. Regular Business

Request for Approval of Summer Instructor Contractors for Parks and Recreation Classes through August 31, 2015 in Excess of \$20,000 per Terms and Conditions of RFP15-01.

approved

Request Approval of Lease between First Washington Realty and the Town for Parks and Recreation Department Relocation Expenses during the Community Center Project.

approved

Request Approval of a License Agreement between the Town of Vienna and NOVA Parks for the Community Center Renovation and Expansion Project related to the Washington and Old Dominion Trail Relocation and Improvements.

approved

Request Approval of MOU between the Town Of Vienna and the Vienna Business Association for First Night 2015-16.

approved

Police radio purchase

approved

Authorization of Building Construction Project Manager Position.

approved

Award Follin Lane SE Reconstruction contract.

approved

Old Courthouse Road NE Fairfax County Agreement and Design Contract Award.

approved

Request approval of Am-Liner Contract Increase.

approved

Increase Virginia Paving Contract.

approved

Town property restoration adjacent to Caboose Brewery.

approved

Award Ayito Road SE Sidewalk and Road Reconstruction Contract.

approved

Supplemental Invoice for Town Attorney Charges.

approved

Appointment of Town Officials for Fiscal Year 2015-2016

approved

8. Meeting Adjournment

approved

THE TOWN OF VIENNA IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN 3 WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (703) 255-6304, OR 711 VIRGINIA RELAY SERVICE FOR THE HEARING IMPAIRED.

Public Hearing for consideration of a proposed ordinance to amend the Code of the Town of Vienna, Chapter 9, Motor Vehicles and Traffic, Article 1, In General, Section 9-3, Adoption of State Code, of the Code of the Town of Vienna.

approved

Public Hearing on the proposed Adoption of an Ordinance Authorizing the Collection of E-Summons Fees.

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approved

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Rinker Design Associates, P.C.

*Land Development * Surveying * Land Planning
Transportation * Environmental * Right of Way*

9385 Discovery Boulevard, Suite 200
Manassas, VA 20109

Local: 703-368-7373
www.rdacivil.com

August 7, 2015

Dennis Johnson, P.E.
Director of Public Works – Town of Vienna
127 Center Street (S)
Vienna, VA, 22180

RE: Proposal for Professional Services
Survey & Design Engineering Services:
Old Courthouse Road NE Extended (Westbriar Ct NE to "East" Town Line) – Install Sidewalk and
C&G Typical Section and Drainage Improvements

Dear Mr. Johnson:

Please find attached our fee proposal for professional engineering design and surveying services for the completion of plans for the proposed pedestrian improvements for the following:

- o Old Courthouse Road NE – The scope of the project is to provide an approx. 1700 linear foot curb & gutter section (with 6'-8' sidewalk) along Old Courthouse Road between Westbriar Court NE and the Town-Line and approximately 300' into Fairfax County to connect to an existing curb & gutter section towards Tysons.

The plans will be prepared in accordance with the Town's requirements and the RFP 12-01 On-Call Engineering Services (RFP) in conjunction with any Fairfax County Plan submittal requirements since the Town is partnering with Fairfax County for this project, whichever may apply. The plans will conform to Fairfax County's FC-DOT submittal requirements for transportation related improvement projects. We assume that a Minor-Site/PI plan type submittal is not required.

1.0 Scope of Services:

The scope of services, based on information provided by the Town, will consist of the following:

1. RDA will obtain additional topographic and property survey within the project's scope adequate to provide construction level plans of the pedestrian improvements identified. Survey is anticipated to be necessary to encompass just beyond the project limits to ensure proper drainage design is provided. As requested by the Town of Vienna, the following will also be applicable:
 - a. RDA will provide utility designations and conduct underground utility designation research. RDA may utilize a sub-consultant to conduct the utility designation. (Note: Only 12 test-pits are proposed. Any additional test pits that may be required will be billed at cost with prior authorization/additional P/O from the Town.)
 - b. RDA will conduct boundary research for property lines and show with topographic survey.
2. The project's design improvements will generally follow the design intent as follows:

- a. Provide for a curb/gutter section with sidewalk and green-space.
 - b. Curb ramps will be provided within the project limits to meet the latest ADA requirements as needed/directed by the Town.
 - c. The plans will also show the potential locations for tree plantings of the Town's choice to be installed in the utility strip (or behind sidewalk) if warranted/desired; however a formal landscaping plan will not be provided within the project's plan set.
 - d. RDA will prepare a TMP/SOC (MOT) plan and sequence of construction plan.
 - i. This may be required since portions of the project may extend out of the Town and require a VDOT permit for construction.
3. No major adjustments to roadway grade/cross-slope are assumed to be necessary for the scoped roadway improvements. The roadway geometry (i.e. super-elevation) will not be fixed/revised or altered with this project.
 - a. Cross-sections will be provided. (Sections will be cut at driveway locations to provide driveway grading requirements.)
4. RDA will provide for drainage improvements within the project limits to address drainage concerns that maybe present.
 - a. RDA will review water quantity requirements. For the scope of this project no man-hours have been assumed to design any downstream improvements/design(s) to address any potential existing substandard conditions. If the Town requires downstream improvements be made, additional man-hours will be required.
 - b. This project assumes the plans will only need to comply with Town of Vienna requirements within the Town and will only need to comply with Fairfax County/VDOT regulations for an estimated 300' of the total project length. For the scope of this project no man-hours have been assumed to design any downstream improvements/design(s) to address any potential existing substandard conditions. If Fairfax County/VDOT requires downstream improvements be made, additional man-hours will be required.
5. RDA assumes that a **FULL** roadway construction plan package will be required for this project's plan assembly, and will generally follow VDOT's "minimum level" construction plan assembly to enable a wide range of contractors to understand the plans for bidding, particularly for TMP/SOC.
6. RDA has scoped man-hours to provide for a waterline design since it is anticipated the waterline will likely be impacted due to the installation of storm drainage system. No other utility design is included as part of this project. Sanitary Laterals are assumed to be field adjusted by the Contractor.
7. RDA will prepare quantities/estimate for each submittal as typically required by Fairfax County and Town of Vienna, and a final construction package. Additionally RDA will prepare a scope of work for the bid-package and assist the Town with any follow up questions from the bid-package.
8. As requested by the Town, RDA will perform utility coordination services as appropriate. RDA assumes Town's utility franchise agreements will be in effect for all utilities.
9. RDA will provide for limited construction support to assist the Town's construction manager during construction as needed on an hourly basis. If additional man-hours are needed, RDA will request a change order.

RDA assumes the Town of Vienna will send out survey notification letters to properties within the Project's limits prior to RDA survey crews surveying properties.



2.0 Additional Optional Services/Services by Allowances:

- 2.1 – Plats: In the event plats are required, RDA advises that any plats will cost \$2,200.00 per property, per plat for this project. RDA will only proceed with plats when provided with an additional approved P/O received from the Town. Per standard practice with the Town, for properties within the Town, the Town will seek right of entry letters from all the property owners in which the project will need temporary easements, as appropriate. It is anticipated that very few formal plats will be required. An allowance has been set up in the event the plats are required, up to 4 plats at \$2,200 each for a total of \$8,800.
- 2.2 Citizen's Information Meeting/Public Involvement: Town's standard procedure public involvement is to send to letters notifying adjacent owners whenever Council makes a motion to approve a contract for the project – Design Phase and Pre-Construction Phase. Additionally the Town sends right of entry request letters and offers to meet owners to discuss the project one-on-one. The design consultants are typically not involved. In the event the consultants are needed, an allowance of up to \$1,500 has been added for the consultants to participate in any manner the Town/County determines necessary. Any materials to be prepared will be assembled at the materials costs shown in Attachment 2. An allowance of up to \$500.00 has been set for any potential materials costs. This equates for a total potential allowance of \$2,000 for Public Information/Public Involvement needs labor or materials related.

3.0 Excluded Project Services:

The following represents a list of services/items that were not priced as part of this scope of work, and at this time it is not anticipated they will be needed as part of this task. RDA is committed to providing a wide range of services, and if the Town needs additional services including those excluded (provided they are among RDA's services), we will gladly submit a contract modification for any additions at the Town's request.

- Utility Test-Pits and Utility relocation plans (Public and Private)
 - RDA advises the Town if test-pits are required, it will be \$850.00 per test pit and an additional \$75.00 per vertical foot after six feet for the test-pit. If test-pits are required RDA shall submit a contract addendum for approval prior to the work to be completed.
- Shop Drawings or As-built drawings
- Extended Construction Services or Support Services
 - Preparation of COMPLETE Construction Bid Documents/Package
 - RDA is only scoped to help write the special provisions and general scope of construction only.
 - Construction management and inspection
 - Review/Approve Contractor's Request for Change Orders
 - We are scoped to help the Town manager convey the plans to the Contractor or to recommend solutions to field changes that may need to occur to unforeseen field condition.
 - Any request for design plan changes during construction
- Right of Way Acquisition Services



- Any Traffic Engineering studies, traffic counts, signal plans
- Design Waiver/Exception Request(s)
 - If during the course of design a design waiver is needed, the project's contingency shall be utilized. No design waivers or exceptions are anticipated.
- Any Construction or Utility Stakeout
- Any Title Reports
- Any stormwater management or BMP facility design.
 - The project is only scoped to analyze the approach and strategy with the assumption nutrient credits will be utilized. This will require waivers and letters to be prepared for County LDS, which have been scoped. However, no man-hours are scoped for the design of SWM or BMP facilities. If water quantity criteria cannot be met, then the project's design contingency shall be utilized for the development of SWM/BMP facilities.
- Any review fees/submittal fees required by VDOT or Fairfax County.
 - The project assumes all submittals will be submitted to the Town and then to Fairfax County. The County shall be responsible for distributing to County agencies as appropriate and any fees thereof will be the responsibility of the County or the Town as appropriate. The project also assumes the project will utilize FC-DOT's vehicle for submittals to VDOT to get reviews/approvals.
- Fees/Purchase of Nutrient Credits
- The project assumes that any street acceptance work, packages etc., for the sidewalk and curb/gutter section constructed in the County will be conducted by the County.
- No geotechnical investigation needed or anticipated. The Town will acquire pavement cores during construction to match any existing pavement condition.
- No retaining wall is assumed as part of this project.
- Environmental Assessment/Review, Mitigation and any related permits, including VSMP permits.

3.0 Deliverables:

RDA will obtain written (emailed) approval, or receipt of previous stage comments from the Town before proceeding next plan level stage. See Attachment 2 for submittal deliverables breakdown. The submission is set up as an allowance based on an estimated number of prints to be submitted.

- 30% Plan Submission/Concept Plan with Property Owners
- 60% Plan Submission/Plan for Utility Owners
- 75% Plan Submission/Review Plan with Property Owner for Impacts
- 95% Pre-Final Submission
- Final Plans/Construction Plan (100%) – RDA will provide plans that will provide all the additional construction details and quantities.

If significant changes (including any drainage design changes) are requested for following the 75% Plan Submission, RDA shall be permitted, based on man-hours to make adjustments request additional man-hours/funds to make the changes.

Note: No mylar prints are assumed to be required as part of this project.



4.0 Schedule:

Given the Town is partnering with Fairfax County, RDA is committed to attempting to meet any additional reasonable deadline the Town requires for this project. An estimated schedule is presented below showing a schedule for 270 days (approx. 9 month), excluding any additional time required for reviews by stakeholders:

- Topographic Survey – Start within 45 days of NTP, complete within 30 days.
- 30% Plan Submission – Submit within 30 days of survey completion
- 60% Plan Submission – Submit within 30 days of receipt of comments or NTP to next stage.
- 75% Plan Submission – Submit within 45 days of receipt of comments or NTP to next stage
- 95% Plan Submission – Submit within 45 days of receipt of comments or NTP to next stage.
- Final Plans/Construction Plan (100%) – Submit within 45 days of receipt of comments or NTP to next stage.

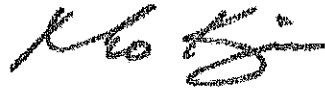
5.0 Task Order Fee Summary

The estimated Total Project Fee is **\$198,815** of which is \$51,075 is to be administered LUMP-SUM for survey, \$112,151 is to be administered LUMP-SUM for engineering design, \$10,344 is to be administered as Not to Exceed for limited construction support, \$4,978 to be administered as an allowance for direct costs (i.e. printing, mileage etc.), \$10,800 to be administered as an allowance for potential plat and public involvement and \$9,467 is a design contingency. The allowances will not be billed unless the Town requests prints or the additional work outlined. The design contingency will not be billed unless written permission is received from the Town.

Please see **Attachment 1 & 2** for a breakdown of the Task Order Fee Summary.

RDA is looking forward to the opportunity to provide these professional engineering services for the Town of Vienna. Should you have any questions, please do not hesitate to contact me at 703-368-7373, or e-mail me at mkim@rdacivil.com.

Sincerely,



Mo Kim, P.E.
Principal/Vice President of Operations



Attachment 1

**Rinker Design Associates, P.C.
Town of Vienna
Old Courthouse Road NE, Extended Project**

Fee Proposal

Survey Task Total (Lump Sum):	\$51,075
Engineering Design Task Total (Lump Sum):	\$112,151
Construction Support (Allowance)	\$10,344
Plats, per Task 2.1 (Allowance)	\$8,800
Public Involvement, per Task 2.2 (Allowance)	\$2,000
Total Direct Costs (Allowance)	<u>\$4,922</u>
Sub -Total of Project Fee	\$189,292
Design Contingency (@5%)	\$9,465
Estimated Total Project Fee	\$198,757

RDA will not work on, nor will RDA exceed the man-hours allocated for allowance items without written permission from the Town. An email NTP from the Town directing RDA to work on allowance items will suffice as an NTP to work on allowance action items.



Rinker Design Associates, P.C.
Town of Vienna
Old Courthouse Road NE, Extended Project
Fee Estimate

Element of Work	MAN-HOURS									
	Rate /Hr	Lump Sum	Project Manager \$155.12	Senior Engineer \$129.33	Project Engineer \$99.04	Engineer Technician \$80.62	Land Surveyor \$142.65	Survey Technician \$67.55	2 Man Field Crew \$162.53	Hours / Fee Estimate
SURVEY, DESIGN & CONST. SUPPORT										
100 - FIELD SURVEY AND BASE MAPPING										
Land Records Research							16	32		48
Boundary Survey							12	24	24	60
GPS Control							8		10	18
Topographic Survey							10	40	42	92
Check Survey Data for Completeness							32	24		56
101 -UTILITY DESIGNATION										
Utility Designation		\$6,100					2	4	6	12
Test-Pits (12 @ \$850.00 each)		\$10,200								
Hours							80	124	82	286
Subtotal		\$16,300					\$11,412	\$10,866	\$12,507	\$51,075
201 - DESIGN SERVICES (30% PLAN SUBMISSION)										
Title Sheet & Typical Sections/Plan Details				1	4	4				9
Concept Plans/Color Exhibits				2	4	4				10
Prelim. Plan and Profile			2	2	8	8				20
Prelim. E/S Control Measures				1	4	4				9
Prelim. Drainage Design			2	2	8	8				20
Prelim. Cross-Sections				1	4	8				13
Prelim. Quantities			1		8	8				17
Scoping Discussion/ Scoping Constr. Estimate/Field Visits			8	8	21	21				58
Coordination with Stakeholders			8	8						16
Hours			21	25	61	65				172
Subtotal			\$3,268	\$3,233	\$8,041	\$6,240				\$17,772
202 - DESIGN SERVICES (60% PLAN SUBMISSION)										
Typical Sections/Plan Details			1		2	2				5
Plan and Profile				4	8	8				20
Drainage Design			2	8	32	16				58
Prelim. Storm Profiles				8	8	8				24
SWM/BMP Strategy/Approach			4	8	16	8				36
Detention/Outfall Computation			4	8	32	8				52
Prelim. Utility Coordination with Utility Owners			4	8		16				28
Fairfax County LDS Waivers			2	4	8	4				18
Fairfax County LDS Elements/Checklists etc.			2	4	8	4				18
Cross-Sections			2	8	8	8				26
Prelim. TMP/SOC Plan			2	8	4	4				18
Quantities				2	8	8				18
Comment/Responses from Stakeholders			8	8						16
Hours			31	78	134	94				337
Subtotal			\$4,809	\$10,088	\$13,271	\$7,678				\$36,746



Rinker Design Associates, P.C.
Town of Vienna
Old Courthouse Road NE, Extended Project
Fee Estimate

Element of Work	MAN-HOURS									
	Rate /Hr	Lump Sum	Project Manager \$155.12	Senior Engineer \$129.33	Project Engineer \$99.04	Engineer Technician \$80.62	Land Surveyor \$142.65	Survey Technician \$87.55	2 Man Field Crew \$182.53	Hours / Fee Estimate
SURVEY, DESIGN & CONST. SUPPORT										
203 - DESIGN SERVICES (75% PLAN SUBMISSION)										
75% Level Plan/Profile				1	16	18				33
Prelim. Waterline Relocation Plan				4	16	16				36
Pre-Final Utility Coordination with Utility Owners			4	2	2	8				16
Prelim. Signage/Marking Plan				2	8	8				18
75% Level Drainage Design/Computations				2	4	4				10
75% Level TMP/SOC Plan				2	4					6
75% Level Cross-Sections				2	4	8				14
Quantities				2	8	8				18
Comment/Responses from Stakeholders			12	12						24
Hours			16	29	62	66				175
Subtotal			\$2,482	\$3,761	\$6,140	\$5,482				\$17,865
204 - DESIGN SERVICES (85% PLAN SUBMISSION)										
Title Sheet & Typical Sections/Plan Details				1	1					2
Final Approval of Utility Coordination/Relocations			4	4	4					12
Pre-Final Waterline Relocation Plan			4	16	16	16				52
Pre-Final Plan and Profile				1	4	4				9
Pre-Final E/S Control Measures				1	2	2				5
Pre-Final Storm Profiles			2	1	1	1				6
Pre-Final TMP/SOC Plan			2	4	1	4				11
Pre-Final Drainage Computations			2	4	12					18
Pre-Final Cross-Sections			1	8	4	8				21
Pre-Final Quantities			1	2	8	8				19
Comment/Responses from Stakeholders			12	12						24
Hours			28	64	53	43				178
Subtotal			\$4,343	\$6,984	\$6,249	\$3,467				\$20,043
206 - DESIGN SERVICES (FINAL/PERMIT PLAN SUBMISSION)										
Final Typical Sections/Plan Details				1	1	16				18
Final Waterline Design			1	2	3	3				9
Final Plan and Profile			4	4	8	8				24
Final E/S Control Measures			1	1	2	4				8
Final Storm Profiles			1	1	2	2				6
Final Detention/Outfall Computation			1	1	2	2				6
Final Fairfax County LDS Waivers			1	4	8	4				17
Final Fairfax County LDS Elements/Checklists etc.				4	8	4				16
Final Cross-Sections			4	1	2	2				9
Final TMP/SOC Plan			1	2	2	2				7
Final Signage & Pavement Markings (Crosswalks etc)			1	2	2	2				7
Final Quantities			4	4	8	8				24
Comment/Responses from Stakeholders			16	16	4					36
Hours			35	43	62	57				187
Subtotal (LUMP-SUM)			\$5,429	\$5,581	\$6,160	\$4,595				\$20,735
300 - Construction Support Services/Bid Assistance										
Assist with Scope of Project Write-Up/Special Provisions			16	16						32
Construction Support/Help with RFI's			24	16						40
Hours			40	32						72
Subtotal (Not to Exceed)			\$6,205	\$4,138						\$10,344
ESTIMATED DESIGN/SURVEY PROJECT TOTAL										\$173,570



Attachment 2

Rinker Design Associates, P.C. Town of Vienna

Old Courthouse Road NE, Extended Project

Direct Cost Summary

1) Meetings/Travel

a. Project Site				
4 trips @	36 miles r/t x \$0.55 per mi	=	\$79.20	
b. Client/Public Meetings				
4 trips @	36 miles r/t x \$0.55 per mi	=	\$79.20	

Subtotal \$158

2) Presentation Materials (For deliverables only, to be billed at cost)

a. CD of PDFs/CAD Files				
5 x	\$5.00 per copy	=	\$25.00	
b. Graphic Foam Core Displays (4.0' x 8.0')				
number @	\$400.00 per display	=	\$0.00	

Subtotal \$25

3) Engineering Products (For deliverables only, to be billed at cost)

a. Engineering Color (24" x 36")				
4 x	\$5.00 each	=	\$20.00	
b. Engineering Paper Print (8.5" x 11")				
1,500 x	\$0.05	=	\$75.00	
c. Engineering Paper Print (24" x 36" for submissions)				
4,200 x	\$1.00	=	\$4,200.00	

Subtotal \$4,295

4) Other Miscellaneous Costs (For deliverables only, to be billed at cost)

a. Reports & Site Plan research for Design	=	\$250.00	
a. Long Distance Telephone	=	\$0.00	
b. Postage	=	\$0.00	
c. Plan/Exhibit Delivery	=	\$250.00	

Subtotal \$500

TOTAL ESTIMATED DIRECT COSTS \$4,978



Rinker Design Associates, P.C.

Old Courthouse Road NE, Extended Project

Sheets Estimate

Sheets							
	30% Submission (15 sets)	60% Submission (15 sets)	75% Submission (15 sets)	95% Submission (15 sets)	Construction /Permit Submission (15 sets)	Color Exhibits	
Anticipated Sheets							
Cover Sheet	1	1	1	1	1		
General Notes				2	2		
Insertable Sheets/Engineering Details				10	10		
Utility Test Pit Information Sheets		3	3	3	3		
Typical Sections	2	2	2	2	2		
Curb Ramp/Curb Return Details			3	3	3		
Survey Control Data/Traverse	2	2	2	2	2		
Construction Alignment Data	1	1	1	1	1		
Plans/Profiles	5	5	6	5	5	4	
Grading Details/Driveway Profiles		4	4	4	4		
Signing/Striping			4	4	4		
Transportation Management Plan/MOT		4	5	5	5		
Drainage Divides (Pre vs. Post)		2	2	2	2		
Drainage Profiles		2	2	2	2		
Outfall Analysis		2	2	2	2		
Project Data Sheet (For Drainage/LDS)		3	3	3	3		
Waterline Plan and Profile			4	6	6		
Erosion and Sediment Control	3	3	5	5	5		
Cross Sections	10	10	10	10	10		
Quantity Sheets	2	2	2	2	2		
Est. Sheets per Plan Set	26	46	60	74	74	4	
Est. Sheets per Plan Submission	390	690	900	1110	1110	4	

Deliverables

- 15 sets of plans for each submittal
- Electronic files (.dgn/PDF) for each submission
- Quantity takeoff for each milestone submission
- 3 Drainage Computations Books with each submission, except 30% Sub. (125 pages each, total of 375 pages per submission)



Sigler, Jennifer

From: Derosa, Jerome
Sent: Monday, August 17, 2015 1:46 PM
To: Sigler, Jennifer
Subject: FW: Old Courthouse Rd Trail Enhancement - Vienna/Fairfax CO Agreement OCR
Attachments: Scan.pdf

Jennifer – as requested here are the accounts using new accounting format.

A&E – Account 300-000-0000-39445-48801
Contracts – Account 300-000-0000-39445-48803

Note – as we have not finalized the structure of the Munis projects going forward as yet the above charges will be temporary.

Jerry

From: Derosa, Jerome
Sent: Monday, August 03, 2015 3:03 PM
To: Serfass, Marion; Riddle, Gwen; Gilpin, Gina
Cc: Spence, Karen; Johnson, Dennis; Gallagher, Michael
Subject: Old Courthouse Rd Trail Enhancement - Vienna/Fairfax CO Agreement OCR

The attached agreement is closely associated to the work to be performed under VDOT UPC 104325 however it is a separate agreement with Fairfax County (basically expands the amount of sidewalks being constructed).

Accounting for Project:

- We have created capital account 388439 for tracking purposes. This project is referred to as Old Courthouse Rd Trail Enhancement in the agreement. As there is no UPC # I am using FFX 104325 which will differentiate this activity from VDOT Courthouse Rd Sidewalks to Metro funding (UPC 104325).
- The attached agreement indicates advanced payments will be submitted by Fairfax County for the work activities. As discussed with Marion we will book payments received directly to revenue and we will need to create a unique project number for tracking expenses. This agreement includes 100% reimbursement up to a ceiling of \$200,000.
- TOV has agreed to submit monthly summary of progress and project expenditures to Fairfax County.
- TOV has agreed to return any unexpended portion of the County Contribution at the conclusion of the project.

Note to Procurement – any PO for this work will need to clearly distinguish between the VDOT activity and the Fairfax County portion.

Thanks

Jerry DeRosa
703 255-6320
Jerome.derosa@viennava.gov

From: Johnson, Dennis
Sent: Monday, August 03, 2015 10:44 AM
To: Spence, Karen; Serfass, Marion; Derosa, Jerome
Cc: Gallagher, Michael
Subject: FW: Vienna/Fairfax CO Agreement OCR

Marion,
Can you send them the wire information, please.
Dennis



Dennis Johnson, PE | Director | Town of Vienna | Public Works Department | 703-255-6386 |
djohnson@viennava.gov

www.viennava.gov



From: Johnson, Carroll R [<mailto:Carroll.Johnson@fairfaxcounty.gov>]
Sent: Monday, August 03, 2015 9:30 AM
To: Johnson, Dennis; Gallagher, Michael
Cc: Aguayo, Vanessa; Spence, Karen; Fereday, Beverly A.
Subject: Vienna/Fairfax CO Agreement OCR

Dennis/Mike,

Please find attached an executed copy of the Old Courthouse Road (OCR) agreement. I'll be mailing out a hardcopy/original today. Once the language of the design contract has been hashed out with Vanessa, we'll get the \$200K wired over to you. Could you please send back wire information at your earliest convenience? Thanks!

Ray Johnson, Transportation Planner
Coordination and Funding Division
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033
(o)703-877-5617; (m)571-762-7780; (f)703-877-5723

From: Johnson, Carroll R
Sent: Monday, August 03, 2015 9:14 AM
To: Johnson, Carroll R
Subject: Scanned by NSI AutoStore

PROJECT DESIGN ADMINISTRATION AGREEMENT

BETWEEN FAIRFAX COUNTY and the TOWN OF VIENNA

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

THIS AGREEMENT, made and executed in triplicate on this the 5th day of August, 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 Old Courthouse 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 Old Courthouse Road including but not limited to administration, scoping, surveying, preliminary engineering, and layout) (the "PROJECT"), substantially in accordance with the narrative scope shown in Appendix A; 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 \$200,000 as shown in Appendix A ("Project Budget and Scope") 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 on Old Courthouse Road along Old Courthouse Road from COUNTY Parcel # 8530 and continuing south-west to TOWN parcels numbered 233, 235 237, 239, 241 307, 305, 303, 301, which is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 29-3, and described on the conceptual layout in Appendix B; and

WHEREAS, the Fairfax County Water Authority ("Fairfax Water") has not yet agreed to the location of the trail on its property or provided any approvals of the final design that is to be located on Fairfax Water property; and

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), Fairfax Water, and the COUNTY.
3. Work with the County and Fairfax Water 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, and as may be necessary Fairfax Water's representative, to discuss design issues and PROJECT progress. The COUNTY reserves the right to request that the TOWN produce to the COUNTY additional information and/or documentation to substantiate the monthly summary.
5. Obtain COUNTY approval before modifying the scope of the PROJECT which is described in Appendix A. Prior to approval for such modification, and if the TOWN's proposed modification affects that portion of the PROJECT on Fairfax Water property, the COUNTY will consult with Fairfax Water, and 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 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 \$200,000 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 funds 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. Thirty 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, and/or the Fairfax Water representative, 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

Vanessa Aguayo
Transportation Planner
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Vanessa.aguayo@fairfaxcounty.gov

and for the Town of Vienna to:

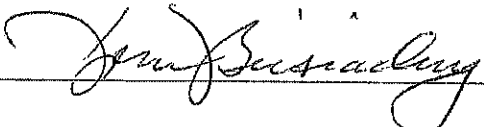
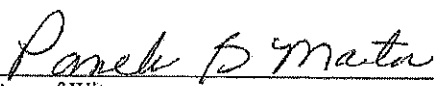
Dennis Johnson, P.E.
Director
Department of Public Works
127 Center Street S.
Vienna, VA 22180
djohnson@viennava.gov

Michael J. Gallagher, PE
Deputy Director of Public Works
Town of Vienna
Center St. S
Vienna, VA 22180
Michael.Gallagher@viennava.gov

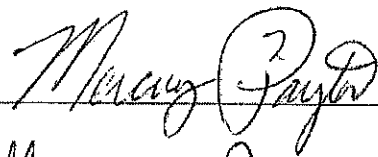

- H. THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.
- I. THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.
- J. THIS AGREEMENT shall not be construed as creating any personal liability on the part of any officer, 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:

	<u>8/3/15</u>
	Date
<u>Tom Bilsiadny</u>	<u>8/3/15</u>
Typed or Printed Name of Signatory	Date
<u>Director, Fairfax County</u>	<u>8/3/15</u>
<u>Department of Transportation</u>	Date
Title	
	<u>8/3/15</u>
Signature of Witness	Date

TOWN OF VIENNA, VIRGINIA:

	<u>07/09/15</u>
	Date
<u>Mercom T. Payton</u>	<u>07/09/15</u>
Typed or Printed Name of Signatory	Date
<u>TOWN MANAGER</u>	<u>07/09/15</u>
Title	Date
	<u>7/7/15</u>
Signature of Witness	Date



Pre-Scoping Document

Project Information:

Estimated Design Cost(Not to exceed)

Name: Old Courthouse Rd Trail Enhancement \$ 200,000.00
 Project Number: 232
 Project Type: Pedestrian/Bicycle
 Lead Agency: FCDOT
 Location: Old Courthouse Road from Westbriar Dr/Fairway Dr to west of Freedom Hill Park Entrance
 District(s): Hunter Mill
 Tax Map: 29-3
 ADC Page:

Roadway Information:

Street Name: Old Courthouse Road
 Route Number: 677 0
 Facility Type: Secondary Primary
 Classification: Urban Minor Arterial
 Posted Speed: 25 mph mph
 Design Speed: mph mph
 Existing Traffic: 10,000
 ADT Year 2010
 Projected Traffic:
 ADT Year
 Truck (%)
 Existing # of Lanes
 Proposed # of Lanes
 Lengths: (roadway) miles
 (sidewalk/trail) 1700 feet

Existing Conditions Description:

Old Courthouse Road/Gosnell Road heading west pavement is an approximate 48 feet wide. Continuing west, 330 feet to Vienna City limits pavement is an 24-37 feet (narrowest section) just west of Westbriar Street intersection with no shoulder area. Pineway to Fairway Drive, street width varies 40 to 55 feet. Fairway to Westbriar 46 +/- . Existing Trail is in poor condition with an average usable width of 2-4ft. Intersection of Westbriar Ct/Old Courthouse Rd does not have adequate ramps

Purpose & Need Statement

Project will be managed by the Town of Vienna under a board approved agreement. The county will fund the project in two phases, Phase 1 Design and Phase 2 Construction and ROW both, will be funded with an not to exceed specified amount. Phase 1 of the project includes design plans for the upgrade and reconstruction approximately 1,700 feet of an existing trail along the north side of Old Courthouse Road to a 5'-6' concrete sidewalk from Parcel # 8530 in Fairfax County and continuing south-west to parcel numbers 233, 235 237, 239, 241 307, 305, 303, 301 within the Town of Vienna (as shown on Appendix B). Improvements will include curb and gutter and necessary drainage improvements within the Town of Vienna, as well as updating curb accessible ramps at all intersection crossings within the project limits. All improvements within the Town will be to Town standards and affected parcels within Fairfax County will be to VDOT and County PFM requirements. (See conceptual alignment)

Old Courthouse Road



Legend

Parcels

Town of Vienna

Walkways

Maintenance Responsibility

Dept of Public Works & Environmental Services

Fairfax County Facility Management

Fairfax County Park Authority

Fairfax County Public Schools

Northern Virginia Regional Park Authority

Other

Reston Home Owners Association

Unknown

Virginia Department Of Transportation

Right of Way

Town of Vienna

Fairfax County

0 0.055 0.11 Miles

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, July 28, 2015, 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 \$200,000 with the Town of Vienna for the design of pedestrian improvements on Old Courthouse Road to be administered by the Town of Vienna.

Adopted this 28th day of July 2015, Fairfax, Virginia

Attest:



Catherine A. Chianese

Clerk to the Board of Supervisors

**TOWN OF VIENNA
PROCUREMENT REQUISITION**

07/17/15 PM 3:09 PM
PURCHASING USE ONLY

REQ. #: 3762

DATE: Aug 17 2015

DATE NEEDED FROM VENDOR: _____

REQUISITIONER: Dennis Johnson

REQUISITIONING DEPT: DPW

DELIVERY INSTRUCTION:

☐ PICK UP

☐ DELIVER TO: _____

ORDER PLACED WITH:

VENDOR #: 587

P.O. #: _____

P.O. DATE: _____

COMMENTS: _____

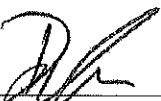
FUND NO.	DEPT. NO.	ACCOUNT NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
300-000-0000			Engineering design + surveying services for the completion of plans for Old Courthouse Rd NE - curb, gutter + sidewalk between Westbriar Drive + Town Line.				
39445-48801							
			Survey Task Total				\$ 51,075
			Eng. Design Task Total				112,151
			Construction Support + Plats				10,344
			Public Involvement +				8,800
			Total Direct Costs				2,000
			Sub Total				4,922
			Design 5% Contingency				\$189,292
			Estimated Total				9,465
							\$198,757

Approved
by TC on
7/6/15

THE PURCHASING AGENT ASSUMES NO RESPONSIBILITY FOR ORDERS PLACED DIRECTLY BY DEPARTMENTS UNLESS SPECIFIC AUTHORITY (ISSUANCE OF PURCHASE ORDER) IS GIVEN.

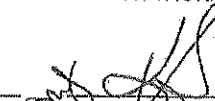
VENDOR INFORMATION:		
#1 NAME: <u>Rinker Design Assoc</u>	#2 NAME: _____	#3 NAME: _____
ADDRESS: <u>9385 Discovery Blvd</u>	ADDRESS: _____	ADDRESS: _____
<u>#200; Manassas, VA 20109</u>	_____	_____
PHONE #: <u>703-368-7373</u>	PHONE #: _____	PHONE #: _____
CONTACT NAME: _____	CONTACT NAME: _____	CONTACT NAME: _____
TOTAL: \$ <u>198,757</u>	TOTAL: \$ _____	TOTAL: \$ _____

AUTHORIZED SIGNATURES:



DEPARTMENTAL/DATE

8/17/15



FINANCE DIRECTOR/DATE

8/17/15



TOWN MANAGER/DATE

08/17/15