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6-25-02*City of Alexandria, Virginia*

## MEMORANDUM

DATE: JUNE 21, 2002

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER  
IGNACIO B. PESSOA, CITY ATTORNEY *PS IBP*

SUBJECT: AMENDMENTS TO WOODROW WILSON BRIDGE  
SETTLEMENT AGREEMENT

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**ISSUE:** City Council consideration of amendments to the Woodrow Wilson Bridge Settlement Agreement.

**RECOMMENDATION:** That City Council approve the attached Letter, which amends the Woodrow Wilson Bridge Settlement Agreement to provide a reduced urban deck and alternative mitigation actions, and authorize the City Manager to execute the Letter on behalf of the City.

**BACKGROUND:** In March 1999 the City and Federal Highway Administration entered into an Agreement to settle the dispute over the design of the replacement Wilson Bridge. In pertinent part, that Agreement called for a large urban deck at South Washington Street. In June 2000 the City and FHWA concluded that design and construction of this large deck would be more complex than anticipated, and agreed to explore a smaller deck and alternative mitigation.

Two constraints operated to define the scope of negotiations. First was the need to provide alternative mitigation for the impacts addressed by the large deck (aesthetic, historic, noise and recreational mitigation) on a "function-for-function" basis. This requirement flowed from the need to stay within the existing environmental approvals for the new bridge. Second was the requirement that smaller deck and alternative mitigation stay within the \$62 million budget allocation for the original deck.

Subject to the approval of City Council, the City and FHWA have reached agreement on a Letter amending the original settlement Agreement to provide a reduced urban deck and alternative mitigation actions. In a separate document, VDOT has agreed to the reduced urban deck and alternative mitigation actions, and the City and VDOT have agreed upon procedures for implementing the activities necessary to carry out these agreements.

**DISCUSSION:** The amendment letter (Attachment 1), together with exhibits illustrating the reduced deck and alternative mitigation actions, is attached. Key elements of the Letter are as follows:

1. The Project will construct a reduced urban deck at Washington Street. The budget amount for this smaller deck is \$26.6 million, and the WWB Project will be responsible for all excess costs. Construction is scheduled to commence in December 2002, and completion is scheduled for December 2007. The reduced deck is intended primarily to provide visual screening of the Beltway from Washington Street, and serve to connect and improve the pedestrian-oriented environment on Washington Street north and south of the highway.
2. The City will acquire approximately 14.5 acres of land, just west of Telegraph Road and south of Duke Street, and construct a recreational facility on this site. The budget from the Project for this facility is \$19.8 million, plus a \$3.3 million reserve fund for acquisition and remediation. The City will be responsible for excess costs, if any, after exhaustion of this Project funding. Acquisition of the site is scheduled for the summer of 2003, and completion of the project is anticipated in December 2005. The facility is intended to provide the recreation fields originally located on the large deck. At the current time, three athletic fields, restrooms and a parking area are contemplated for this site.
3. The City will acquire and enhance the Freedmen's Cemetery site at South Washington and Church Streets. The Mobil gas station site and the adjacent office building site will be acquired and the buildings demolished. The budget from the Project for this undertaking is \$5.5 million, plus a \$1.0 million reserve fund for acquisition and remediation. The City will be responsible for excess costs, if any, after exhaustion of Project funding. Acquisition of the site is scheduled for the summer of 2003, with project completion in December 2005. The requirement to provide a fitting memorial for the Freedmen's Cemetery was contained in the original Agreement, and this amendment expands and clarifies the scope of that memorial. Currently contemplated enhancements include suitable landscaping, a memorial walk and wall, and decorative fencing if it can be installed without impacting historic resources. These improvements replace some of the environmental mitigation performed by the larger deck.
4. The City will construct streetscape improvements along South Washington Street from the deck to Gibbon Street, and install traffic calming measures east to Royal Street. The budget from the Project for this effort is \$4.9 million. The City will be responsible for excess costs, if any, after exhaustion



of Project funding. Installation is to commence in January 2007, and completion is scheduled for December 2007. These improvements are intended to extend the visual and pedestrian-oriented improvements along the Washington Street corridor northward from, and thereby extend some of the aesthetic mitigation performed by the urban deck.

5. The City will implement a Local Neighborhood Community Enhancement Program. The budget from the project for this program is \$500,000. The program will consist of window upgrades and soundproofing of private residences in the area of South Saint Asaph Street, Green Street (south side only), South Lee Street and the Beltway. This element will be deleted in the event a noise wall agreed to by the City, VDOT and FHWA is constructed on the bridge. The deadline for deciding whether to implement this program or construct a noise wall is June 30, 2003.
6. The City will acquire equipment necessary to maintain the new facilities constructed with Project funding. The budget from the Project for this equipment is \$300,000. Acquisition will coincide with completion of the new facilities.
7. "Project funding" for items 2, 3 and 4 consists of the budgeted amounts indicated above, plus, with the agreement of the City, VDOT and FHWA, up to (i) 10% of the reserve fund if available, (ii) 10% reallocation from one item to another, and (iii) if additional funding is still required to complete an item, up to 50% of such needed funding up to the balance of unexpended reserve funds.

A separate agreement between the City and VDOT, also attached (Attachment 2), spells out procedures for the payment to the City of Project funds for those items for which the City will be responsible. The City will advance funds, invoice VDOT and be reimbursed by the state, in a manner similar to that customarily used by the City and VDOT for urban fund projects undertaken by the City. Reimbursement is to occur within 30 days, except for the land acquisition costs, for which reimbursement is to occur within 10 working days. As part of this agreement, VDOT has formally committed to performing its role in constructing the reduced urban deck and taking the alternative mitigation actions.

The terms and conditions of the construction noise and hauling permits to be issued by the City for work on the Project to be undertaken by VDOT and its contractors are discussed in a separate memorandum, which was previously provided to City Council (Attachment 3).

We will be pleased to answer any questions concerning these issues on June 25th.

**ATTACHMENTS:**

Attachment 1. Amendment letter dated July 1, 2002

Attachment 2. Agreement between the City and VDOT

Attachment 3. June 21, 2002 memorandum from the City Manager to City Council

**STAFF:**

Rich Baier, Director, Transportation and Environmental Services

July 1, 2002

Mr. Philip G. Sunderland  
City Manager  
City of Alexandria  
301 King Street  
Alexandria, Virginia 22314

Dear Mr. Sunderland,

The City of Alexandria ("City"), in a letter dated June 30, 2000, requested that the Federal Highway Administration ("FHWA") consider a reduction in the size of the Urban Deck at Washington Street ("Urban Deck") which is to be built as a part of the Woodrow Wilson Bridge Project ("Project") by four cooperating government agencies: FHWA, the Virginia Department of Transportation ("VDOT"), the Maryland State Highway Administration ("MSHA") and the District of Columbia Department of Public Works ("DCDPW") (collectively, the "Project Team"). The Urban Deck is addressed in the Settlement Agreement between the City of Alexandria and the United States Department of Transportation, dated March 1, 1999 ("Agreement"). The Design Programs referenced in Section 3 of the Agreement set forth the design characteristics and purposes of the Urban Deck. Previously, \$62.0 million was allocated for the construction of the Urban Deck, as originally proposed.

I understand that the City requested that consideration be given to reducing the size of the Urban Deck to address design challenges associated with the Urban Deck. In furtherance of its request, the City has suggested a number of alternate strategies to replace mitigation for the Project that will be lost as a result of the proposed reduced deck size. Additionally, I understand that in December 2000, the Alexandria City Council approved the reduced deck, conditioned upon the receipt of alternative mitigation.

Representatives of the City and FHWA ("Parties") have been engaged in various discussions

Mr. Philip G. Sunderland  
July 1, 2002  
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1 regarding the City's proposals. The basis for our discussions has been the Agreement and the current  
2 environmental documentation supporting the Project. We have agreed that the purpose of the  
3 replacement mitigation and community enhancements, as described below, is to continue the  
4 beneficial functions of the larger deck that were outlined in the Agreement and the environmental  
5 documentation supporting the Project. Section 3 of the Agreement provides for possible  
6 modifications, and we have agreed that the modifications listed in this letter are within the scope of  
7 that section of the Agreement. Representatives of VDOT have attended several of our meetings, and  
8 they are aware of and concur in the proposed modifications to the Agreement.

9  
10 Our discussions have resulted in this letter modification ("Letter") to the Agreement as follows:  
11

- 12 **1. RECONFIGURED URBAN DECK AT SOUTH WASHINGTON STREET:** The Urban Deck at South  
13 Washington Street will be reduced from that depicted in the Exhibits to the Agreement to a  
14 roadway bridge and deck with improvements along South Washington Street southerly to the  
15 existing Hunting Creek Bridge, consistent with the documents entitled Design Program for  
16 Proposed Urban Deck Surface Treatment, attached as Attachment A – Exhibit A1; Design  
17 Program for Proposed Urban Deck and Gateway Concept, Attachment A – Exhibit A2; and  
18 Design Program for Washington Street Gateway Improvements, Attachment A – Exhibit A3  
19 (collectively referred to in this letter as the "Urban Deck Improvements"). The Urban Deck  
20 Improvements will continue to serve as the terminus of the planned Woodrow Wilson Bridge  
21 pedestrian/bikeway and link other pedestrian/bikeway improvements associated with the Project.  
22 The surface of the Urban Deck Improvements will provide vegetation to screen the widened  
23 Capital Beltway from the George Washington Memorial Parkway. Surface features will also  
24 include decorative lighting along South Washington Street, benches, pedestrian ways and  
25 sidewalks and other aesthetic features as depicted in Attachment A – Exhibits A1, A2 and A3.  
26 As provided in Section 3 of the Agreement, design features of the Urban Deck Improvements  
27 may be subject to modifications made subsequent to this Letter that are approved by VDOT, the

1 City and the National Park Service.

2  
3 Funding for the Urban Deck Improvements will be provided by FHWA and VDOT, in  
4 accordance with a cost sharing arrangement established by FHWA and VDOT, pursuant to which  
5 FHWA will fund 80% and VDOT will fund 20% of all federal aid eligible Project related  
6 expenses subject to applicable program requirements. FHWA represents that, based on a review  
7 of all relevant information, to the best of its knowledge at this time, that all of the expenses  
8 contemplated to be incurred pursuant to this paragraph 1 are "federal aid eligible Project related  
9 expenses." VDOT will be responsible for the construction, construction management,  
10 administration and oversight, and construction inspection of the Urban Deck Improvements.  
11 VDOT will be further responsible for (a) the initial design of the Urban Deck Improvements, (b)  
12 the redesign of (i) the Design Program for Washington Street Gateway Improvements,  
13 Attachment A – Exhibit A3, and (ii) the duct bank installation in the South Washington Street  
14 right-of-way adjacent to the Porto Vecchio condominium complex, to preserve the existing berm  
15 and landscaping parallel to South Washington Street and adjacent to the Porto Vecchio  
16 condominium complex, and (c) the costs of the same, in addition to its other responsibilities  
17 identified in this paragraph 1; provided, that the costs of such design are not included in the  
18 estimated \$26.6 million cost of the Urban Deck Improvements set forth below. Except as  
19 expressly provided in the immediately preceding sentence, the responsibility for any additional  
20 costs associated with City-initiated design and/or construction changes to the Urban Deck  
21 Improvements shall be agreed to by the Parties and VDOT prior to the acceptance of such  
22 changes. The anticipated schedule for construction of the Urban Deck Improvements is outlined  
23 in the Design and Construction Schedules for Mitigation Elements, Attachment B. Under that  
24 anticipated schedule, notice to proceed on construction of the Urban Deck Improvements is  
25 scheduled for 2002 with completion anticipated during 2007.

26  
27 The estimated cost for the Urban Deck Improvements, which includes construction, construction

management, administration and oversight, construction inspection and contingencies, is not expected to exceed \$26.6 million in year of expenditure dollars. FHWA and VDOT accept all financial responsibility for the Urban Deck Improvements, and to the extent the actual costs exceed these anticipated costs, FHWA and VDOT will be responsible for such excess Project costs, in accordance with their cost sharing arrangement. Any balance realized from the Urban Deck Improvements, when completed, will remain with the Project. A summary of the anticipated costs is outlined in the Mitigation and Community Enhancement Budget, Attachment C.

2. **ADDITIONAL CONSTRUCTION FEATURES:** Replacement mitigation to be undertaken pursuant to this Letter includes construction of an off-site recreational facility (referred to in this Letter as the "Recreational Facility"), enhancements to Freedmen's Cemetery (referred to in this Letter as the "Freedmen's Enhancements") and streetscape improvements to South Washington Street and the adjacent neighborhoods (referred to in this Letter as the "Streetscape Improvements"), all as more particularly described below (each of which is sometimes referred to in this Letter as an "element").

**(A) RECREATIONAL FACILITY:** The Recreational Facility will be located at a site that will be acquired by the City in the vicinity of Duke Street and Telegraph Road. The Recreational Facility will provide for the active recreational usage component originally planned at the Urban Deck, as provided under the Agreement, and will include a maximum of one baseball field, two multi-purpose playing fields, a maintenance/concession building with public restrooms and a paved parking lot to accommodate a maximum of 145 spaces. Attachment A – Exhibit A4 provides a programmatic drawing of the Recreational Facility and the components it is to include.

The anticipated schedule for acquisition, design and construction of the Recreational Facility

1 is outlined in the Design and Construction Schedules for Mitigation Elements, Attachment B.  
2 Under that anticipated schedule, the property will be acquired during 2003, with final  
3 engineering design to be completed during 2004, and construction to be completed by the  
4 end of 2005.

5  
6 The cost for the Recreational Facility, which includes acquisition, investigations, design,  
7 construction, construction management, administration and oversight, construction  
8 inspection and contingencies, will not exceed \$19.8 million in year of expenditure dollars.  
9 An additional \$3.3 million will be held in reserve and will be available to complete site  
10 remediation efforts, if any, associated with potentially contaminated soils and to address  
11 additional site acquisition costs, if any, in excess of those costs identified in Attachment C  
12 for "Right-of-Way." A summary of these anticipated costs is outlined in the Mitigation and  
13 Community Enhancement Budget, Attachment C.

14  
15 **(B) FREEDMEN'S ENHANCEMENTS :** The two improved commercial properties on or adjacent  
16 to the site of the Freedmen's Cemetery, identified as city tax map parcels 083.01-01-03 and  
17 083.01-01-04, will be acquired and enhanced to complement the features outlined in Section  
18 2(c)3 of the Agreement, which features include a fitting memorial to Freedmen's Cemetery.  
19 Such Freedmen's Enhancements will include demolition of existing improvements,  
20 reasonable re-grading of such commercial properties consistent with the need to preserve  
21 existing grave sites, appropriate landscaping, pathways and benches, fencing erected so as to  
22 minimize any effect on historic and archeological resources, and other approved amenities,  
23 provided none of such improvements conflicts with or adversely affects existing historic and  
24 archeological resources. Attachment A – Exhibit A5 provides a programmatic drawing of  
25 possible improvements to the two commercial properties, as well as conceptual design  
26 elements associated with the provision of a fitting memorial at Freedmen's Cemetery, as  
27 outlined in Section 2(c)3 of the Agreement.

1  
2 The anticipated schedule for acquisition, design and construction of the Freedmen's  
3 Enhancements is outlined in the Design and Construction Schedules for Mitigation Elements,  
4 Attachment B. Under that anticipated schedule, the required properties will be acquired  
5 during 2003, with preliminary engineering design to be completed during 2003, final  
6 engineering design to be completed during 2004, and construction to be initiated no later than  
7 the completion of the element contemplated in paragraph 1. The cost for the Freedmen's  
8 Enhancements, which includes acquisition, investigations, design, construction, construction  
9 management, administration and oversight, construction inspection and contingencies, will  
10 not exceed \$5.5 million in year of expenditure dollars. An additional \$1 million will be held  
11 in reserve and will be available to complete site remediation efforts, if any, associated with  
12 potentially contaminated soils and to address additional site acquisition costs, if any, in  
13 excess of those costs identified in Attachment C for "Right-of-Way." A summary of these  
14 anticipated costs is outlined in the Mitigation and Community Enhancement Budget,  
15 Attachment C.

16  
17 **(C) STREETScape IMPROVEMENTS:** The objective of the City, as it relates to the  
18 Streetscape Improvements, is to uniformly upgrade South Washington Street, north of the  
19 Urban Deck, in a manner that is both effective for moving traffic and compatible with the  
20 historic nature of Old Town, the improvements being provided in conjunction with the Urban  
21 Deck, and the roadway modifications being made to the south of the Urban Deck. The basic  
22 components of the proposed streetscape are a uniform street width with continuous curb  
23 lines, intersection treatments, minimization of vehicular/pedestrian conflicts, and consistent  
24 and appropriate street furniture. Additionally, the goal is to divide the curb-to-building  
25 frontage area on either side of the street into three zones, specifically (a) building access and  
26 architecture, (b) pedestrian uses, and (c) transition from sidewalk to curb including street  
27 furniture, utilities, and landscaping.



1  
2 The Streetscape Improvements will include, at a minimum, (a) curb and sidewalk  
3 reconstruction, street furniture, landscaping, minor utility modifications, traffic operational  
4 improvements/controls and similar improvements in the South Washington Street corridor  
5 extending from the Urban Deck northward to Gibbon Street, and (b) local neighborhood  
6 traffic management and calming improvements within the area bounded by South  
7 Washington Street, Gibbon Street, South Royal Street and the Capital Beltway. Within the  
8 South Washington Street corridor, Streetscape Improvements will be developed by the City  
9 and will be consistent with the Design Program for the Urban Deck. Development of the  
10 Streetscape Improvements will be reviewed and approved by FHWA and VDOT for  
11 consistency with the intent of this paragraph 2(C) and physical limits of the improvements.  
12 Design of the Streetscape Improvements shall conform to the then current Design and  
13 Construction Standards issued by the City's Department of Transportation and  
14 Environmental Services. Attachment A – Exhibit A6 provides a programmatic drawing for  
15 the Streetscape Improvements.

16  
17 The anticipated schedule for completion of the Streetscape Improvements is outlined in the  
18 Design and Construction Schedules for Mitigation Elements, Attachment B. Under that  
19 anticipated schedule, final engineering design will be completed by the end of 2005, with  
20 construction to be initiated no later than the completion of the element contemplated in  
21 paragraph 1. The cost for the Streetscape Improvements, which includes design,  
22 construction, construction management, administration and oversight, construction  
23 inspection and contingencies, will not exceed \$ 4.9 million in year of expenditure dollars.

24  
25 The Parties agree that to the extent not required for the Interstate highway right-of-way, the City  
26 will hold title to the Recreational Facility, Freedmen's Cemetery and the commercial properties  
27 adjacent to Freedmen's Cemetery and acquired as contemplated in this paragraph 2. Prior to

1 communicating an offer to purchase a property, the City shall submit to FHWA and VDOT its  
2 proposed offer, together with an appraisal and other supporting documentation. FHWA and  
3 VDOT must approve such offer, in the exercise of their reasonable discretion, before the offer is  
4 extended to the owner of such property. All activities associated with the Streetscape  
5 Improvements will be accomplished within existing publicly owned rights-of-way of the streets  
6 involved and no additional right-of-way or acquisition thereof will be required in connection  
7 with the Streetscape Improvements.

8  
9 Activities associated with the Recreational Facility, the Freedmen's Enhancements and the  
10 Streetscape Improvements that are eligible for funding as a part of the Project and as provided in  
11 this Letter, include, (a) with respect to the Recreational Facility and the Freedmen's  
12 Enhancements only, (i) property acquisition (including expenses of an appraisal and community  
13 outreach efforts, other necessary and reasonable acquisition expenses, and relocation and  
14 reestablishment costs as required to be paid by the Uniform Relocation Assistance and Real  
15 Property Acquisition Policies Act), (ii) hazardous materials investigation and remediation, if any,  
16 as mandated by applicable law, (iii) investigation, identification and demarcation of historic and  
17 archeological resources, if any, (iv) demolition of existing improvements, and (v) initial security  
18 measures for properties acquired as contemplated by this paragraph 2, and (b) with respect to all  
19 of the Recreational Facility, the Freedmen's Enhancements and the Streetscape Improvements,  
20 (i) design, and (ii) construction, construction management, administration and oversight, and  
21 construction inspection of the features described above.

22  
23 Funding for the Recreational Facility, the Freedmen's Enhancements and the Streetscape  
24 Improvements will be provided by FHWA and VDOT, in accordance with a cost sharing  
25 arrangement established by FHWA and VDOT, pursuant to which FHWA will fund 80% and  
26 VDOT will fund 20% of all federal aid eligible Project related expenses, subject to applicable  
27 program requirements. FHWA represents that, based on a review of all relevant information, to

1 the best of its knowledge at this time, all of the expenses contemplated to be incurred pursuant to  
2 this paragraph 2 are "federal aid eligible Project related expenses."

3  
4 Any use of the reserve fund for the Recreational Facility or the reserve fund for the Freedmen's  
5 Enhancements, both identified in this paragraph 2, shall be subject to the agreement of the Parties  
6 and VDOT. Subject to such agreement, at such time as the property associated with the  
7 Recreational Facility or the Freedmen's Enhancements has been acquired and cleared for  
8 construction, the balance of the reserve fund designated for such property may be used to offset  
9 excess costs incurred to complete the Recreational Facility, the Freedmen's Enhancements and  
10 the Streetscape Improvements, as contemplated by this Letter, in an amount not to exceed 10% of  
11 the original amount of the reserve fund. After application of each of the reserve funds in this  
12 manner, and except as provided in the immediately succeeding paragraph, any unexpended  
13 reserve funds shall remain with the Project. The City acknowledges and agrees that reserve  
14 funds shall be made available to the City under this paragraph and the immediately succeeding  
15 paragraph only after the City has exhausted all other mechanisms available under this Letter to  
16 fund the costs of an element, including the reallocation of available funds among elements or the  
17 reallocation of available funds within an element.

18  
19 As stated previously, \$62.0 million was originally allocated for the construction of the Urban  
20 Deck. Of that amount, \$30.2 million, in the aggregate, has been reallocated to fund the  
21 Recreational Facility, the Freedmen's Enhancements and the Streetscape Improvements. In the  
22 event the actual costs of these elements exceed, in the aggregate, \$30.2 million plus any portion  
23 of the reserve which may be reallocated to fund excess costs (other than site remediation costs  
24 and additional site acquisition costs), as provided in the immediately preceding paragraph, the  
25 City will be responsible for the completion of such elements, as contemplated by this Letter, and  
26 will be responsible for any excess costs incurred to complete the same; provided, that the City  
27 shall be entitled further to reimbursement of any such excess costs from the balance of the

1 remaining, unallocated reserve funds for the Recreational Facility and the Freedman's  
2 Enhancements, in an amount not to exceed 50% of such excess costs, such that for each dollar of  
3 such excess costs incurred by the City, the City will be entitled to reimbursement of fifty (50)  
4 cents out of the reserve funds, up to a maximum amount of \$1.935 million. Subsequent to the  
5 City's receipt of all reserve funds to which it is entitled pursuant to the immediately preceding  
6 sentence, the City will be responsible for the completion of the Recreational Facility, the  
7 Freedmen's Enhancements and the Streetscape Improvements, as contemplated by this Letter,  
8 and will be responsible for any excess costs incurred to complete the same. The Parties agree,  
9 and VDOT shall agree, that good faith efforts will be made to adhere to the schedules and  
10 budgets established in Attachments B and C, respectively.

11  
12 As among the Parties and VDOT, the City will be responsible for, at a minimum, (a) preparation  
13 of all necessary appraisals, property surveys and offers (subject to the prior approval of FHWA  
14 and VDOT of all offers, as set forth above), (b) all negotiations and acquisition of all property  
15 associated with the Recreational Facility and the Freedmen's Enhancements, (c) preparation of a  
16 property management plan for properties acquired as contemplated by this paragraph 2, (d)  
17 design of the Recreational Facility, Freedmen's Enhancements and the Streetscape  
18 Improvements, (e) hazardous materials remediation, if any, as mandated by applicable law, of the  
19 Recreational Facility, Freedmen's Cemetery and the commercial properties adjacent to  
20 Freedmen's Cemetery, (f) demarcation of historic and archeological resources, if any, (g)  
21 demolition of existing improvements, (h) initial security measures for properties acquired as  
22 contemplated in this paragraph 2, (i) construction, construction management, administration and  
23 oversight, and construction inspection of the Recreational Facility, the Freedmen's  
24 Enhancements and the Streetscape Improvements, (j) obtaining any approvals for the  
25 Recreational Facility, the Freedmen's Enhancements and the Streetscape Improvements by any  
26 federal, state, and local approval body, and (k) public outreach associated with the design and  
27 construction of the Recreational Facility, the Freedmen's Enhancements and the Streetscape

14

1 Improvements. In addition, the City will obtain for the benefit of VDOT rights of entry to the  
2 respective properties to perform historic, archeological and hazardous materials studies and  
3 investigations in connection with the acquisition of such properties.

4  
5 As among the parties and VDOT, FHWA and VDOT will be responsible for (a) hazardous  
6 materials investigations of the Recreational Facility, Freedmen's Cemetery and the commercial  
7 properties adjacent to Freedmen's Cemetery, (b) investigations and identification of historic and  
8 archeological resources at the Recreational Facility and the commercial properties adjacent to  
9 Freedmen's Cemetery (limited in the case of the commercial properties to previously undisturbed  
10 areas only where physical site improvements are planned), (c) review and approval at critical  
11 design milestones (i.e. 30%, 80%, and 100% complete design documents) of design documents  
12 for the Recreational Facility, the Freedmen's Enhancements and the Streetscape Improvements  
13 (and review and approval of any addenda to such design documents), and (d) review and  
14 approval for conformity with the provisions of this Letter only of costs and schedules during  
15 design and construction activities. At the time of their review and approval of any design  
16 documents submitted to it as required by this Letter, FHWA and VDOT shall notify the City of  
17 any feature depicted in the submitted design documents which is not a federal aid eligible  
18 expense. The Parties acknowledge and agree, and VDOT shall acknowledge and agree, that all  
19 costs associated with items (a) and (b) above are included in the Mitigation and Community  
20 Enhancement Budget, Attachment C, and such budgeted funds will be available to FHWA and  
21 VDOT to perform the requisite investigations and identifications.

22  
23 The depiction of the various mitigation features shown in Attachment A – Exhibits A4, A5 and  
24 A6, and the descriptions of the Recreational Facility, Freedmen's Enhancements, and the  
25 Streetscape Improvements set forth above, represent the current understanding of the Parties  
26 regarding the level of effort contemplated. The Parties agree that preliminary engineering plans  
27 that move the designs beyond those included in Attachment A – Exhibits A4, A5 and A6, will be

1 prepared by the City, in accordance with the schedule in Attachment B to further define both the  
2 extent of physical improvements and the costs of the Recreational Facility, the Freedmen's  
3 Enhancements, and the Streetscape Improvements. The completion of preliminary engineering  
4 plans will assist in the further definition of the physical improvements, costs, and completion  
5 schedule for each of these elements.

6  
7 The Parties agree that, upon the request of the City, funds allocated to the Recreational  
8 Facility, the Freedmen's Enhancements and the Streetscape Improvements (exclusive of any  
9 reserve fund) may be reallocated in the manner requested by the City to fund costs associated  
10 with either or both of the other two elements (i.e., the Recreational Facility, the Freedmen's  
11 Enhancements or the Streetscape Improvements), provided that (a) the reallocated funds may  
12 in no event exceed ten percent (10%) of the total cost of the element from which the funds  
13 are transferred, as such cost is estimated in this Letter (exclusive of any cost associated with a  
14 reserve fund), (b) the City demonstrates that the purpose for which the reallocated funds are  
15 to be spent is consistent with the original scope and function of the element to which the  
16 funds are transferred, as described in this Letter, and (c) the City demonstrates that the  
17 element from which the funds are transferred will still be completed in a manner consistent  
18 with its original scope and function. Any such reallocation must be reviewed and agreed to  
19 by the Parties and VDOT for purposes of compliance with these requirements. The Parties  
20 acknowledge and agree that the City may reallocate funds pursuant to this paragraph as a  
21 result of either (i) the City's decision to reduce the funds allocated to the element from which  
22 the funds are being transferred, and hence to reduce the extent of the features of such element  
23 to be undertaken, or (ii) the completion of the element from which the funds are being  
24 transferred at a cost less than that estimated in this Letter.

25  
26 Attachment C shows in the column entitled "Total (YOES)," for each element described in  
27 this paragraph 2, the total amount allocated for such element. Attachment C further shows

1 the division of such total amount among several different purposes for each element (e.g.,  
2 "Right-of-Way," "Design"). The Parties acknowledge and agree that as to each of the  
3 elements described in this paragraph 2, such total amount for an element may be reallocated  
4 within the particular element, in the manner requested by the City; provided, that in no event  
5 (except as otherwise set forth in this Letter) shall the amount actually expended for the  
6 element exceed the amount identified in Attachment C as the "Total (YOES)" for the  
7 element. As an example of the foregoing reallocation, Attachment C shows funds in the  
8 amount of \$10 million allocated for acquisition of property for the Recreational Facility in the  
9 column entitled "Right-of-Way" and funds in the amount of \$6.3 million allocated for  
10 construction of the Recreational Facility in the column entitled "Neat Construction."  
11 Pursuant to this paragraph, for example, the City may reallocate funds so as to provide \$11  
12 million in funds for acquisition of property for the Recreational Facility and \$5.3 million in  
13 funds for construction of the Recreational Facility. The City will provide notice to FHWA  
14 and VDOT of any such reallocation and the reasons for the same within thirty (30) calendar  
15 days of any City decision to reallocate funds.

- 16
- 17 3. **EQUIPMENT:** Funding will be provided by FHWA and VDOT for the first time purchase by the  
18 City of equipment for the care and operation by the City of items provided pursuant to this Letter.  
19 Such funding will be provided in accordance with a cost sharing arrangement established by  
20 FHWA and VDOT, pursuant to which FHWA will fund 80% and VDOT will fund 20% of all  
21 federal aid eligible Project related expenses subject to applicable program requirements. FHWA  
22 represents that, based on a review of all relevant information, to the best of its knowledge at this  
23 time, all of the expenses contemplated to be incurred pursuant to this paragraph 3 are "federal aid  
24 eligible Project related expenses." These purchases will be from an equipment list provided by  
25 the City and agreed to by the Parties and VDOT, provided such agreement will not be withheld  
26 in the event the equipment is reasonably necessary to support the functions at each facility. At  
27 the time of their review and approval of the equipment list submitted to it as required by this

1 Letter, FHWA and VDOT shall notify the City of any equipment listed which is not a federal aid  
2 eligible expense. No purchase of equipment may be requested by the City prior to the completion  
3 of the specific facility to be supported by such equipment. Funding for these purchases will not  
4 exceed \$300,000 in year of expenditure dollars. A summary of the anticipated costs is outlined  
5 in the Mitigation and Community Enhancement Budget, Attachment C.  
6

- 7 4. **LOCAL NEIGHBORHOOD COMMUNITY ENHANCEMENT PROGRAM:** The City will initiate and  
8 administer a program to provide local neighborhood community enhancements to certain  
9 residential properties in close proximity to the Urban Deck (referred to in this Letter as the  
10 "Local Neighborhood Enhancements"). This program will be developed by the City and  
11 supported with appropriate documentation that, at a minimum, outlines (a) the need for such  
12 program, (b) how such program will be administered, (c) protocols for program eligibility, and  
13 (d) scope and budgetary implications of such program. The Parties understand that thorough  
14 coordination of such program will be required, and agree to work responsibly with FHWA and  
15 VDOT to review, discuss, and approve the City-proposed program. At the time of their review  
16 and approval of such program as required by this Letter, FHWA and VDOT shall notify the City  
17 of any portion of such program which is not a federal aid eligible expense.  
18

19 Funding for such program will be provided by FHWA and VDOT, in accordance with a cost  
20 sharing arrangement established by FHWA and VDOT, pursuant to which FHWA will fund 80%  
21 and VDOT will fund 20% of all federal aid eligible Project related expenses subject to applicable  
22 program requirements. FHWA represents that, based on a review of all relevant information, to  
23 the best of its knowledge at this time, all of the expenses contemplated to be incurred pursuant to  
24 this paragraph 4 are "federal aid eligible Project related expenses." The Parties acknowledge that  
25 a maximum of \$500,000 will be available, in year of expenditure dollars, for the program that  
26 may be initiated by the City under this provision. As part of the Local Neighborhood  
27 Enhancements, the City may use a portion of such amounts not to exceed \$50,000 to administer



1 such program. The Parties understand and agree that such program is for the benefit of the local  
2 communities and properties impacted generally by the Project, and does not constitute additional  
3 mitigation for properties located in close proximity to the Project. The Parties and VDOT agree  
4 that all provisions of this paragraph 4 will be null and void and the entire \$500,000 in funding  
5 will remain with the Project, should a noise barrier extension along the northern portion of the  
6 Woodrow Wilson Bridge be implemented, in substantial conformity with the recommendations  
7 to the City of William Bowlby, P.E., Ph.D., as shown on Attachment D. The Parties and VDOT  
8 may agree to an alternative design for the noise barrier extension, which agreement, if the Parties  
9 and VDOT so agree, may further provide for a reduction in the amount of funds made available  
10 to the City pursuant to this paragraph 4. No program implemented by the City will be eligible for  
11 funding pursuant to this paragraph 4 until FHWA and VDOT finally determine whether to  
12 implement such a noise barrier extension; provided, however, in the event such determination is  
13 not made on or before June 30, 2003, the City, at its option, may proceed with implementation of  
14 a program, which will be eligible for funding pursuant to this paragraph 4. At the completion of  
15 the program, any unexpended funds shall remain with the Project.

16  
17 At a minimum, the program developed by the City shall include the following guidelines:

18  
19 (a) Only owners of townhouses and single family houses located in a generally impacted area (i)  
20 bounded by South St. Asaph Street, Green Street, South Lee Street and the Capital Beltway, and  
21 (ii) on the 900 block of South St. Asaph Street on the 900 block of South Lee Street, shall be  
22 eligible to participate in such program. Each property owner will be required to execute a release  
23 of the City and each of the members of the Project Team as a condition of participation in such  
24 program.

25  
26 (b) Eligible residential property owners will be able to obtain reimbursement of expenses  
27 actually incurred to make improvements to their properties, which are designed to reduce noise

1 levels. Eligible residential property improvements must be pre-approved by the City, and  
2 completed by the property owner within two years of commencement of the program.  
3 Reimbursement under the program shall not exceed \$7,000 per property (with the exception of  
4 end unit townhouses with at least one side directly facing the Capital Beltway, with respect to  
5 which reimbursement shall not exceed \$11,000 per property). Properties where improvements  
6 are made prior to establishment of the program shall not be eligible for reimbursement under the  
7 program. Reimbursement of eligible expenses actually incurred shall be made to an eligible  
8 residential property owner within a reasonable period of time of delivery to the City of receipts  
9 and such other documentation as may be required by the City, and after inspection of the  
10 improvements made, if deemed necessary by the City.

11  
12 (c) Eligible residential property improvements include only the replacement of existing windows  
13 with acoustical windows, the installation of interior glass sashes or exterior storm sashes, the  
14 installation of interior or exterior sound insulation or soundproofing materials, or any  
15 combination of these improvements.

16  
17 FHWA, in conjunction with VDOT, agrees to prepare necessary environmental reviews and  
18 reevaluations for the elements in paragraphs 2 through 4 above that may be required by law. These  
19 environmental reviews and reevaluations will be completed using the best available data and  
20 information associated with the individual elements. These environmental documents will be  
21 prepared to support the distribution of federal funds and the acquisition of properties by the City.  
22 Construction of the Urban Deck Improvements, the Recreational Facility, the Freedmen's  
23 Enhancements and the Streetscape Improvements will be undertaken by the party responsible  
24 therefor in compliance with federal and state laws and regulations, to the extent applicable.

25  
26 Each of the agreements set forth in this Letter as to the Recreational Facility, the Freedmen's  
27 Enhancements and the Streetscape Improvements is subject to the completion of all necessary

1 environmental reviews and reevaluations for the element in question and the development of both  
2 preliminary engineering plans and cost estimates and final design details for such element. Such  
3 preliminary engineering plans and cost estimates and final design details shall be subject to the  
4 approval of the Parties and VDOT, in the exercise of their reasonable discretion, as being consistent  
5 with the terms of this Letter.

6  
7 The Parties will convene regularly scheduled coordination sessions with VDOT at a frequency of at  
8 least twice yearly. These coordination sessions will be conducted to track schedule, cost, and design  
9 and/or construction progress of all elements associated with this Letter. During these coordination  
10 sessions, the Parties, together with VDOT, will, at a minimum, assess each element to ensure cost  
11 containment and schedule adherence, and review justifications and requests for any funding  
12 reallocation proposed by the City.

13  
14 The Parties agree that the scope of the modifications to the Agreement that are made by this Letter is  
15 within the limits of the terms and conditions of the Agreement. The Agreement, including the  
16 provisions of Section 3 of the Agreement, except as modified by this Letter, remains in full force and  
17 effect and applies to the modifications agreed to in this Letter. Notwithstanding the foregoing, the  
18 modifications herein shall be effective only upon the execution and delivery of an agreement  
19 between the City and VDOT, or such other document as is acceptable to the City in the exercise of  
20 its reasonable discretion, pursuant to which VDOT (a) acknowledges and agrees to such  
21 modifications and otherwise agrees to be bound by the terms of this Letter, and (b) establishes a  
22 mechanism for the transfer of funds to the City, as contemplated by this Letter.

23  
24 Please indicate your concurrence with this Letter and the agreement it sets out by signing the  
25 acceptance block provided below and returning an executed copy for our records.

Mr. Philip G. Sunderland  
July 1, 2002  
Page 18

Sincerely,

Federal Highway Administration

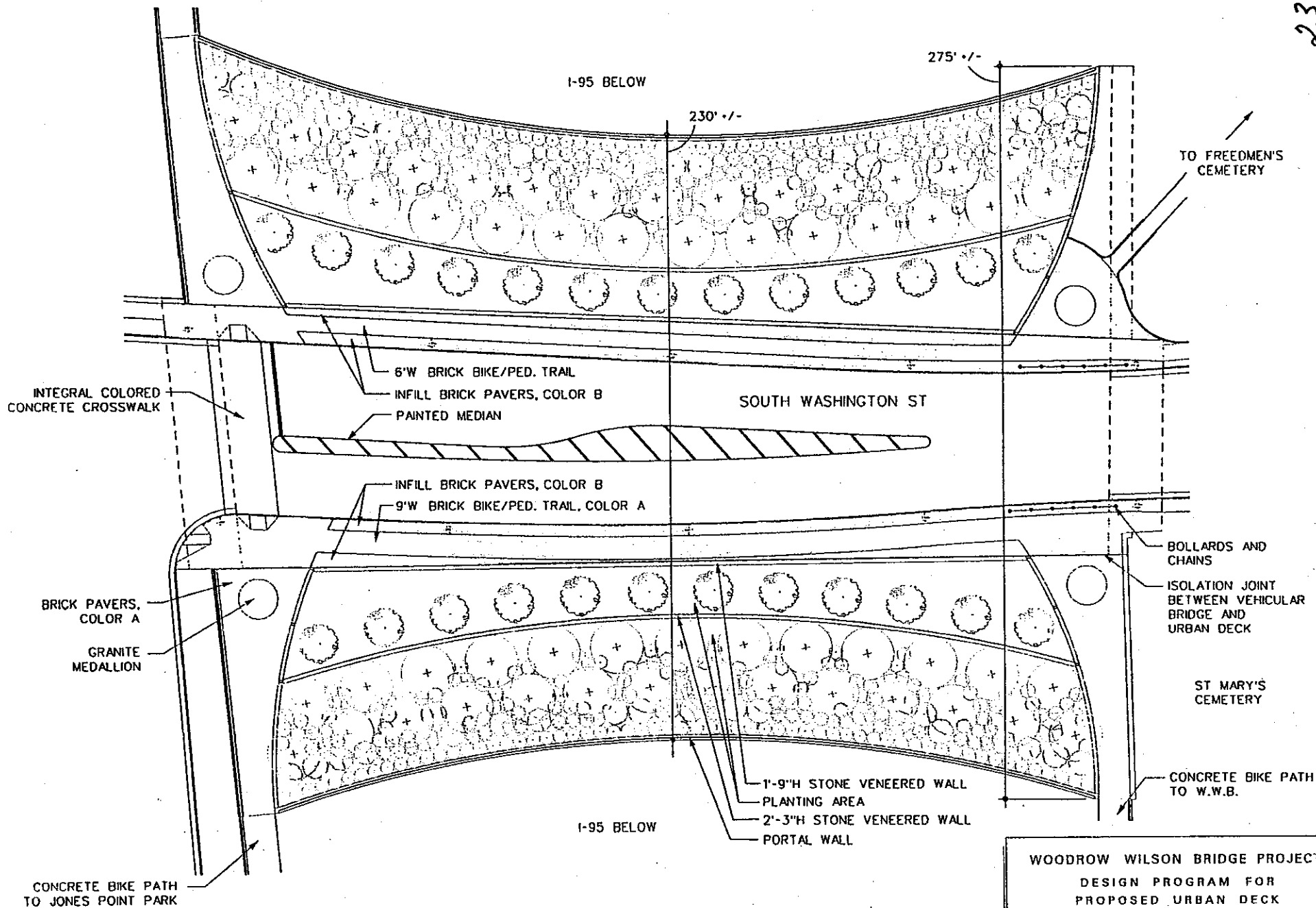
Roberto Fonseca  
Division Administrator

Accept:

---

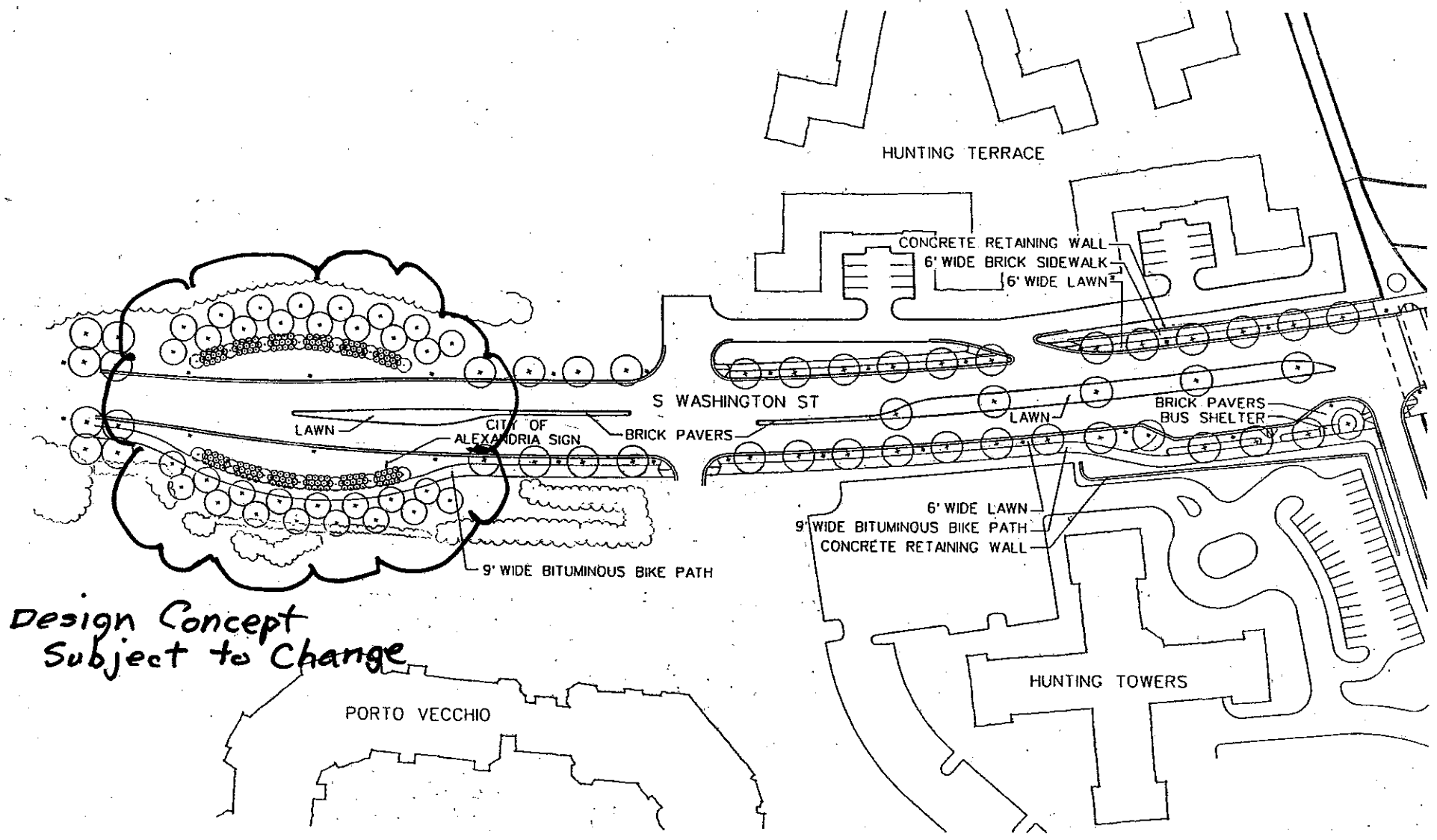
Philip G. Sunderland  
City Manager, City of Alexandria

FHWA20.DOC



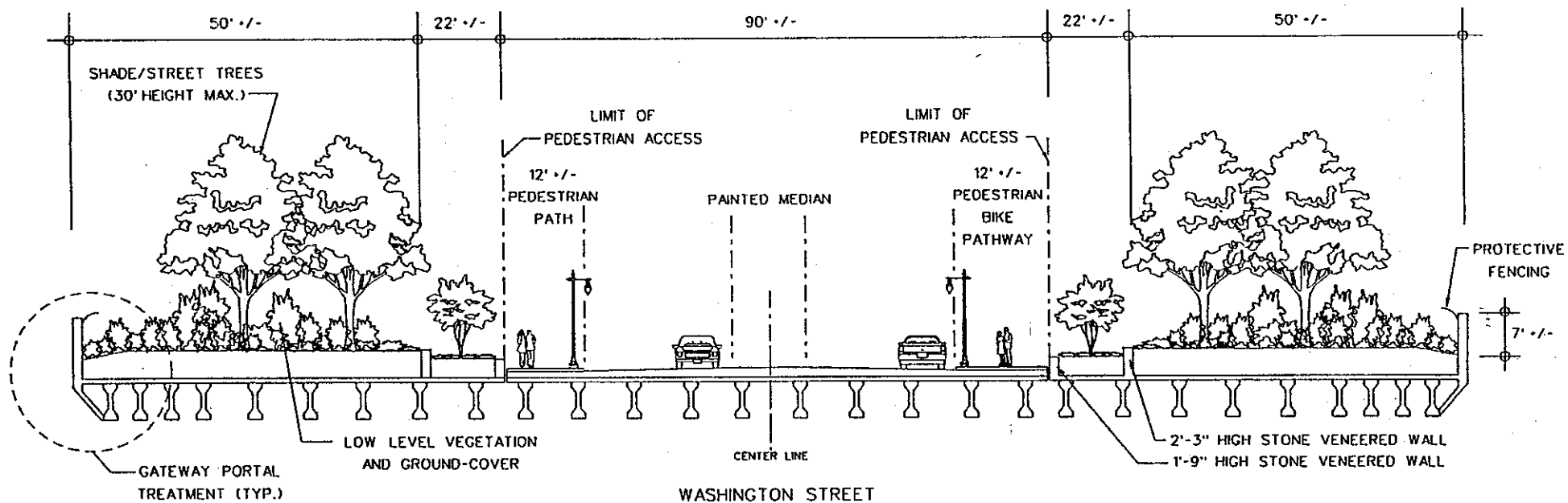
**DRAFT**

WOODROW WILSON BRIDGE PROJECT  
 DESIGN PROGRAM FOR  
 PROPOSED URBAN DECK  
 SURFACE TREATMENT  
 ALEXANDRIA, VIRGINIA  
 ATTACHMENT A - EXHIBIT A1  
 DATE: OCTOBER 12, 2001



*Design Concept  
Subject to Change*

WOODROW WILSON BRIDGE PROJECT  
 DESIGN PROGRAM FOR  
 WASHINGTON STREET  
 GATEWAY IMPROVEMENTS  
 ALEXANDRIA, VIRGINIA  
 ATTACHMENT A - EXHIBIT A3  
 DATE: OCTOBER 12, 2001



SECTION AT MID POINT OF URBAN DECK

**DRAFT**

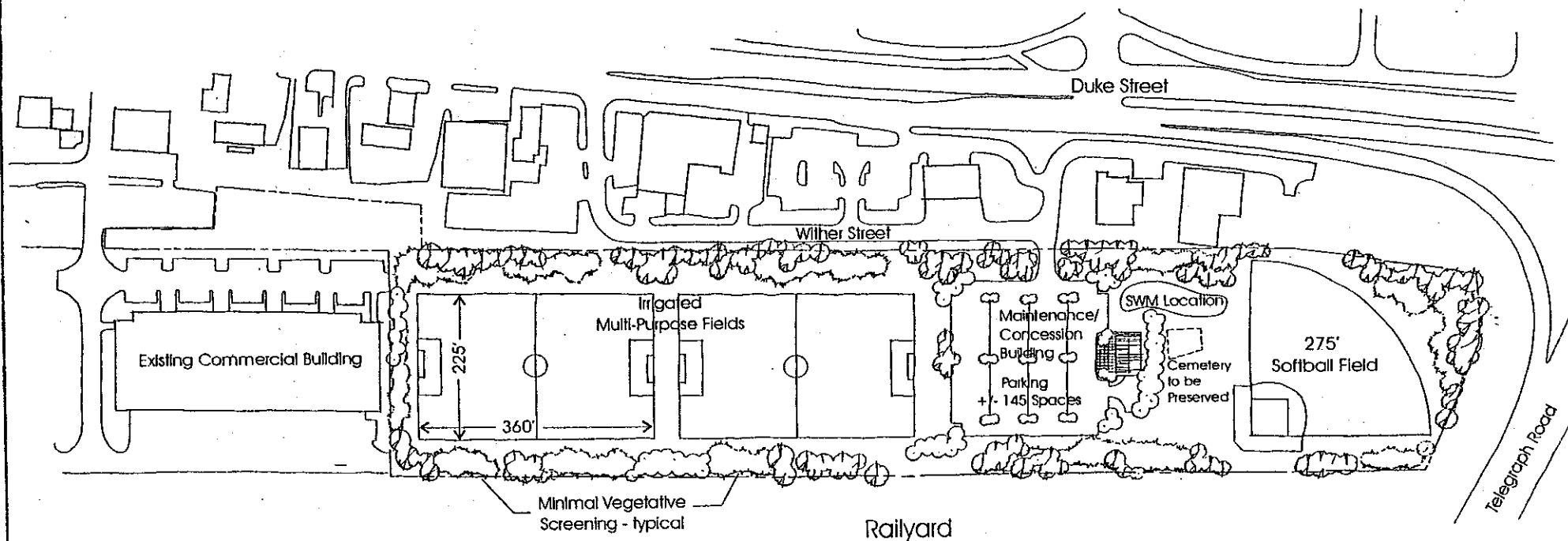
WOODROW WILSON BRIDGE PROJECT

DESIGN PROGRAM FOR  
PROPOSED URBAN DECK  
AND GATEWAY CONCEPT

ALEXANDRIA, VIRGINIA

ATTACHMENT A - EXHIBIT A2

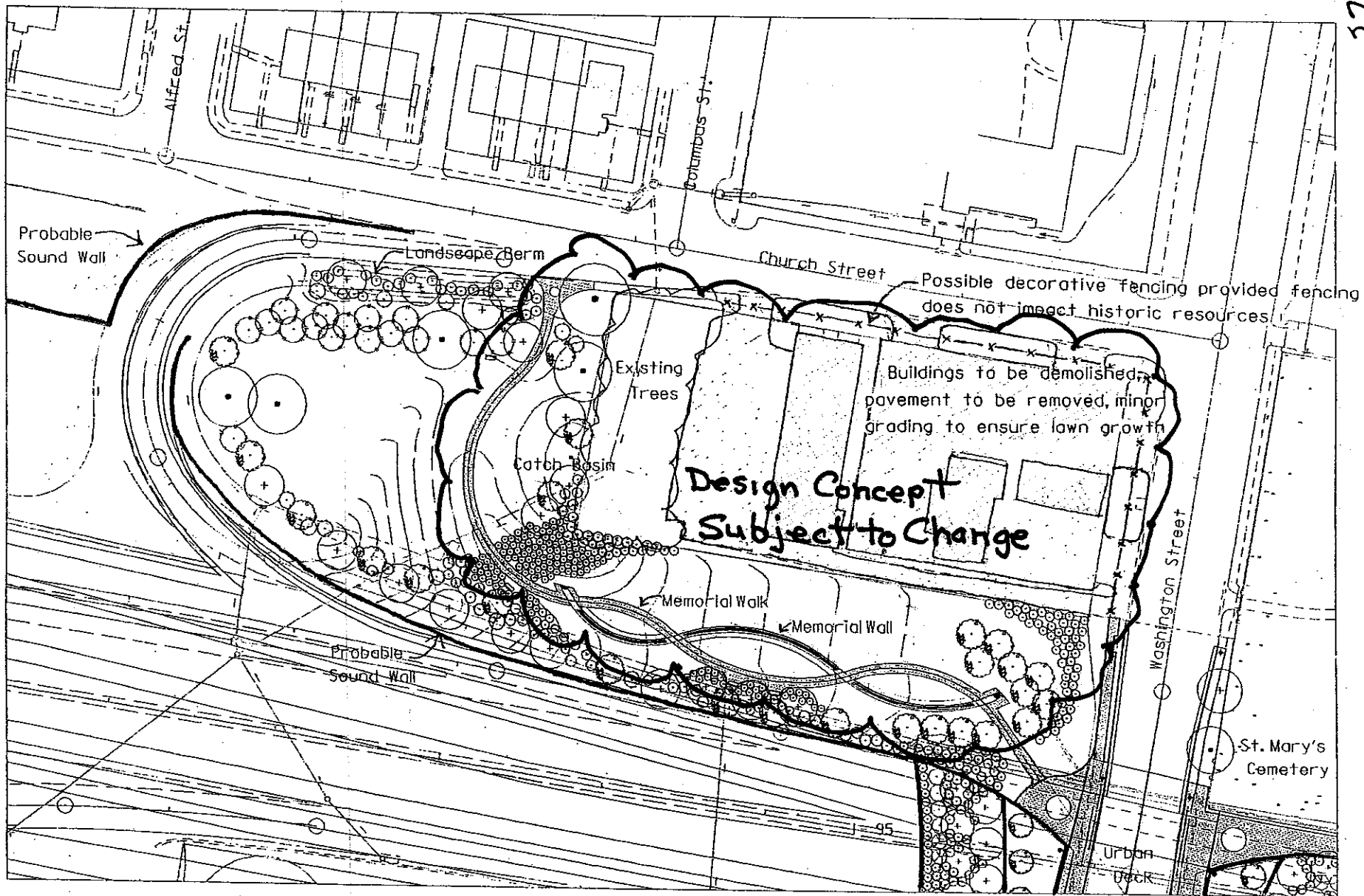
DATE: OCTOBER 12, 2001



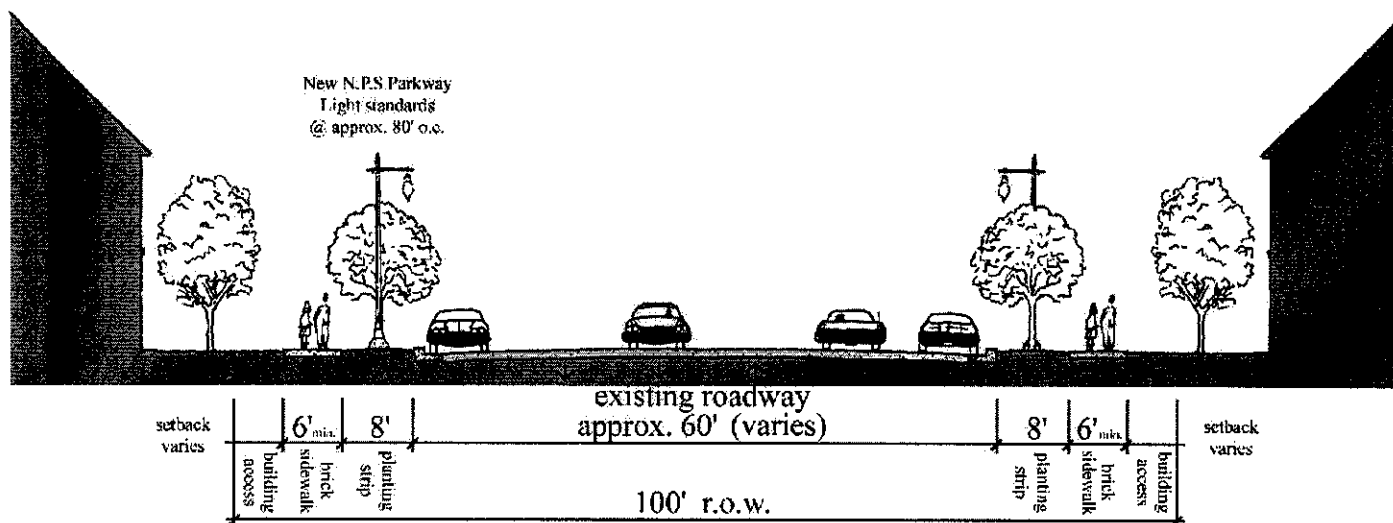
DRAFT

WOODROW WILSON BRIDGE PROJECT  
DESIGN PROGRAM FOR  
WITHER STREET OFF-SITE  
RECREATION COMPLEX  
ALEXANDRIA, VIRGINIA  
ATTACHMENT A - EXHIBIT A4  
DATE: OCTOBER 12, 2001





WOODROW WILSON BRIDGE PROJECT  
 DESIGN PROGRAM FOR  
 FREEDMEN'S CEMETERY  
 ENHANCEMENT  
 ALEXANDRIA, VIRGINIA  
 ATTACHMENT A - EXHIBIT A5  
 DATE: OCTOBER 12, 2001



## WASHINGTON STREET TYPICAL SECTION

### KEY FEATURES INCLUDED IN CONCEPT DESIGN:

- Uniform street section
- Continuous curbs
- Intersection treatments
- Minimization of Vehicle/Pedestrian conflicts
- Consistent and appropriate street furniture
- Zoning curb to building area:
  - Landscaping; street furniture; signage; utilities (underground).
  - Pedestrian uses
  - Building Access / Architectural

## ATTACHMENT A-EXHIBIT A6

WOODROW WILSON BRIDGE PROJECT  
CONCEPT DESIGN  
FOR PROPOSED  
STREETSCAPE IMPROVEMENTS  
ALEXANDRIA, VIRGINIA

JUNE 12, 2002

## Attachment B

### Design and Construction Schedules for Mitigation Elements

#### Reconfigured Urban Deck:

The reconfigured Urban Deck will be designed and constructed as part of the currently planned VA-4 (Virginia Tie-In) contract.

**Anticipated Property Acquisition Procurement Schedule:** None required

#### **Final Engineering Design Schedule:**

Final Engineering Design Completed: May 2002

#### **Construction Schedule:**

Initiate VDOT Procurement Schedule:	May 2002
Advertisement:	August 2002
Bid Opening:	October 2002
Notice to Proceed:	December 2002
Construction Completed:	December 2007

#### Recreational Facility:

The City of Alexandria will procure all necessary right of way associated with this element. Additionally, this schedule is predicated on City obtaining right of entry permission from the property owners during August 2002. All studies necessary for the procurement of this site are predicated on this access approval.

#### **Anticipated Property Acquisition Procurement Schedule:**

Right of Entry Approval:	August 2002
Complete Cultural Resource and Hazmat Investigation:	October 2002
Complete Site Surveys and Procurement Plats:	October 2002
Environmental Summary Documentation Completed:	December 2002
Planning Commission 906 Approval:	January 2003
City Council Approval to Initiate Appraisals:	February 2003
Acquisition Offer to Property Owner:	April 2003
Property Owner Accept/Reject Offer:	June 2003
Council Action to Initiate Condemnation, if necessary	June 2003
File Certificates, if necessary	August 2003

#### **Preliminary Engineering Design Schedule:**

Access to Property for Surveys and Investigations:	August 2002
Field Topographic and Boundary Surveys Completed:	October 2002
Cultural Resource Investigations Completed:	October 2002
Hazardous Materials Investigations Completed:	October 2002
Initiate Design Coordination:	November 2002
Complete Preliminary Engineering:	June 2003

**Final Engineering Design Schedule:**

Procure Final Design Services:	July 2003
Initiate Final Engineering Design:	October 2003
Complete Final Engineering Design:	July 2004

**Construction Schedule:**

Procure Construction Services:	February 2005
Initiate Construction Activities:	April 2005
Construction Completed:	December 2005

**Freedmen's Enhancements:**

The City of Alexandria will procure all necessary right of way associated with this element. Additionally, this schedule is predicated on City obtaining right of entry permission from the property owners during August 2002. All studies necessary for the procurement of this site are predicated on this access approval. It is understood that the construction of this element will be coordinate with the completion of the VA-4 (Virginia Tie-in) Contract.

**Anticipated Property Acquisition Procurement Schedule:**

Right of Entry Approval:	August 2002
Complete Cultural Resource and Hazmat Investigation:	October 2002
Complete Site Surveys and Procurement Plats:	October 2002
Environmental Summary Documentation Completed:	December 2002
Planning Commission 906 Approval:	January 2003
City Council Approval to Initiate Appraisals:	February 2003
Acquisition Offer to Property Owner :	April 2003
Property Owner Accept/Reject Offer:	June 2003
Council Action to Initiate Condemnation, if necessary:	June 2003
File Certificates, if necessary:	September 2003

**Preliminary Engineering Design Schedule:**

Access to Property for Surveys and Investigations:	August 2002
Field Topographic and Boundary Surveys Completed:	October 2002
Cultural Resource Investigations Completed:	October 2002
Hazardous Materials Investigations Completed:	October 2002
Initiate Design Coordination with Friends of Freedmens' Cemetery:	November 2002
Complete Preliminary Engineering:	March 2003

**Final Engineering Design Schedule:**

Procure Final Design Services:	June 2003
Initiate Final Engineering Design:	November 2003
Complete Final Engineering Design:	November 2004

**Construction Schedule:**

Procure Construction Services:	July 2006
Initiate Construction Activities:	January 2007
Construction Completed:	December 2007

**Streetscape Improvements:**

Additional Right of Way is not anticipated as part of this element. It is understood that the construction of this element will be coordinated with the completion of the VA-4 (Virginia Tie-In) Contract.

**Anticipated Property Acquisition Procurement Schedule:** None required

**Preliminary Engineering Design Schedule:** June 2004

**Final Engineering Design Schedule:** June 2005

**Construction Schedule:**

Procure Construction Services:	July 2006
Initiate Construction Activities:	January 2007
Construction Completed:	December 2007

Attachment C – 1 July 2002  
Mitigation and Community Enhancement Budget

Re-settlement Agreement Budget Summary:

	<u>YEAR OF EXPENDITURE</u>
<b>RECONFIGURED URBAN DECK:</b>	<b>26.6 MILLION</b>
<b>RECREATION FACILITY</b>	<b>19.8 MILLION</b>
<b>FREEDMEN'S ENHANCEMENTS</b>	<b>5.5 MILLION</b>
<b>STREETSCAPE IMPROVEMENTS</b>	<b>4.9 MILLION</b>
<b>EQUIPMENT:</b>	<b>0.3 MILLION</b>
<b>LOCAL NEIGHBORHOOD COMMUNITY</b>	
<b>ENHANCEMENT PROGRAM:</b>	<b>0.5 MILLION</b>
<b>RESERVE FUNDS:</b>	<b>4.3 MILLION</b>
 <b>TOTAL BUDGET ESTIMATE:</b>	 <b>62.0 MILLION *</b>

\* This total budget estimate includes nominal Project administration and oversight expenses

Re-settlement Agreement Budgets for Individual Elements:

**RECONFIGURED URBAN DECK:**

The reconfigured Urban Deck will be designed and constructed as part of the VA-4 (Virginia Tie-in) Contract.

Design Elements:	Not Applicable
Resource Investigations and Evaluations:	Not Applicable
Property Acquisition:	Not Applicable
Engineers Construction Cost Estimate (YOES):	\$21.4 Million
Construction Contingency and Overruns (YOES):	\$2.1 Million
Construction Management/Administration (YOES):	\$3.1 Million
 Total Budget Estimate for this Element (YOES):	 \$26.6 Million

**RECREATIONAL FACILITY:**

The City of Alexandria will procure all necessary right of way associated with this element and will obtain a right of entry approval from the property owner by August 2002. All procurement, design, and construction schedules are predicated on this right of entry approval.

Design Elements (YOES):	\$0.7 Million
Resource Investigations and Evaluations (YOES):	\$0.3 Million
Property Acquisition (2001):	\$10.0 Million
Engineers Construction Cost Estimate (YOES):	\$7.1 Million
Construction Contingency and Overruns (YOES):	\$0.7 Million
Construction Management/Administration (YOES):	\$1.0 Million
 Total Budget Estimate for this Element (YOES):	 \$19.80 Million

**FREEDMEN'S ENHANCEMENTS:**

The City of Alexandria will procure all necessary right of way associated with this element and will obtain right of entry approvals from the property owners by August 20002. All procurement, design, and construction schedules are predicated on these rights of entry approvals. It is understood that the construction of this element will be coordinated with the VA-4 (Virginia Tie-in) Contract as to preclude any contractor delay or conflicts with each contract.

Design Elements (YOES):	\$0.2 Million
Resource Investigations and Evaluations (YOES):	\$0.2 Million
Property Acquisition (YOES):	\$3.7 Million
Engineers Construction Cost Estimate (YOES):	\$1.1 Million
Construction Contingency and Overruns (YOES):	\$0.1 Million
Construction Management/Administration (YOES):	\$0.2 Million
 Total Budget Estimate for this Element (YOES):	 \$5.5 Million

**STREETSCAPE IMPROVEMENTS:**

Additional right of way will not be required for this element. It is understood that the construction of this element will be coordinated with the VA-4 (Virginia Tie-in) Contract as to preclude any contractor delay or conflicts with each contract.

Streetscape Improvements (North South Washington):	
Design Elements (YOES):	\$0.2 Million
Resource Investigations and Evaluations:	Not Applicable
Property Acquisition:	Not Applicable
Engineers Construction Cost Estimate (YOES):	\$3.1 Million
Construction Contingency and Overruns (YOES):	\$0.3 Million
Construction Management/Administration (YOES):	\$0.4 Million
 Local Neighborhood Traffic Improvements:	
Design Elements (YOES):	\$0.1 Million
Resource Investigations and Evaluations:	Not Applicable
Property Acquisition:	Not Applicable
Engineers Construction Cost Estimate (YOES):	\$0.6 Million
Construction Contingency and Overruns (YOES):	\$0.1 Million
Construction Management/Administration (YOES):	\$0.1 Million
 Total Budget Estimate for this Element (YOES):	 \$4.9 Million

**EQUIPMENT:**

The City of Alexandria will make a one-time purchase of approved care and/or operation equipment for use at the facilities constructed pursuant to this re-settlement agreement. The purchase of equipment will not be made until after completion of the element that it will support.

Equipment Purchase (YOES):	\$0.30 Million
----------------------------	----------------

Total Budget Estimate for this Element (YOES):	\$0.30 Million
--	----------------

**LOCAL NEIGHBORHOOD COMMUNITY ENHANCEMENTS PROGRAM:**

The City of Alexandria will initiate and administer a local neighborhood enhancement program(s) for certain residential facilities close to the Urban Deck. Any program(s) will contain appropriate and applicable documentation that, at a minimum, stipulates program(s) needs, eligibility, protocols, scoping, and budgets. This element will be eliminated should a noise barrier extension onto the Woodrow Wilson Bridge be implemented in accordance with the re-settlement agreement.

Residential Property Budget (YOES):	\$0.45 Million
-------------------------------------	----------------

City of Alexandria Administration Contingency (YOES):	\$0.05 Million
---	----------------

Total Budget Estimate for this Element (YOES):	\$0.50 Million
--	----------------

**RESERVE BUDGET:**

As part of the agreement, the parties agree that unanticipated costs related to property acquisition and/or hazardous materials clean up may be needed for the Recreational Facility and/or Freedmen's Enhancements. Accordingly, the parties have established a reserve fund that, as provided in the re-settlement agreement, may be drawn upon to meet designated budgetary needs for these specific elements, should they be warranted. If the reserves are not required for these or other designated and approved elements, the balance of the reserve funds will be disbursed in accordance with the re-settlement agreement.

Witter Street Off-site Recreational Facility Reserve (YOES):	\$3.30 Million
--	----------------

Freedmen's Cemetery Reserve (YOES):	\$1.00 Million
-------------------------------------	----------------

Total Budget Estimate for this Element (YOES):	\$4.30 Million
--	----------------



**Woodrow Wilson Bridge Project  
Re-settlement Agreement Comparison  
Attachment C (cont.)**

06/21/2002

Revised 21-June-02

Re-settlement Agreement Item	Right-of-Way	Neat Construction	Design	Project Admin/Over	Studies	Construction Changes (10%)	Construction Admin (14.5%)	Total (2001\$)	Total (YOE\$)	Original Settlement Agreement
Reconfigure Urban Deck at So. Washington St. (2001\$)		\$20,213,972				\$2,021,397	\$2,931,026	\$25,166,395		
	(YOE\$)	\$21,421,686				\$2,142,168	\$3,106,145		\$26,670,000	
Recreation Facility (2001\$)	\$10,000,000	\$6,300,000	\$617,400	\$12,600	\$300,000	\$630,000	\$913,500	\$18,773,500		
	(YOE\$)	\$7,090,706	\$655,000	\$13,367	\$309,000	\$709,071	\$1,028,152		\$19,805,295	
Freedmen's Enhancements (2001\$)	\$3,078,700	\$950,000	\$182,400	\$7,600	\$200,000	\$95,000	\$137,750	\$4,651,450		
	(YOE\$)	\$1,134,350	\$199,313	\$8,305	\$206,000	\$113,435	\$164,481		\$5,551,110	
Streetscape Improvements (2001\$)		\$2,577,183	\$197,928	\$8,247		\$257,718	\$373,692	\$3,414,767		
	(YOE\$)	\$3,077,291	\$222,769	\$9,282		\$307,729	\$446,207		\$4,063,279	
Local Neighborhood Traffic Improvements (2001\$)		\$496,240	\$63,221	\$1,290		\$49,624	\$71,955	\$682,330		
	(YOE\$)	\$592,536	\$71,156	\$1,452		\$59,254	\$85,918		\$810,316	
Equipment (YOE\$)		\$300,000						\$300,000	\$300,000	
Reserve										
Recreation Facility (YOE\$)		\$3,300,000						\$3,300,000	\$3,300,000	
Freedmen's Enhancements (YOE\$)		\$1,000,000						\$1,000,000	\$1,000,000	
Local Neighborhood Comm Enhance Programs										
Residential (YOE\$)		\$450,000					\$50,000	\$500,000	\$500,000	
Institutional (YOE\$)		\$0						\$0	\$0	
Total 2001\$	\$13,078,700	\$35,587,395	\$1,060,949	\$29,737	\$500,000	\$3,053,739	\$4,477,922	\$57,788,442		\$62,000,000
Total YOE\$	\$13,725,227	\$38,366,569	\$1,148,238	\$32,406	\$515,000	\$3,331,657	\$4,880,903		\$62,000,000	

Area: Potomac River to Washington Street  
Scenario: Final B&A Barrier Design, Terrain Line at Base of Bridge  
Date: 06/05/02

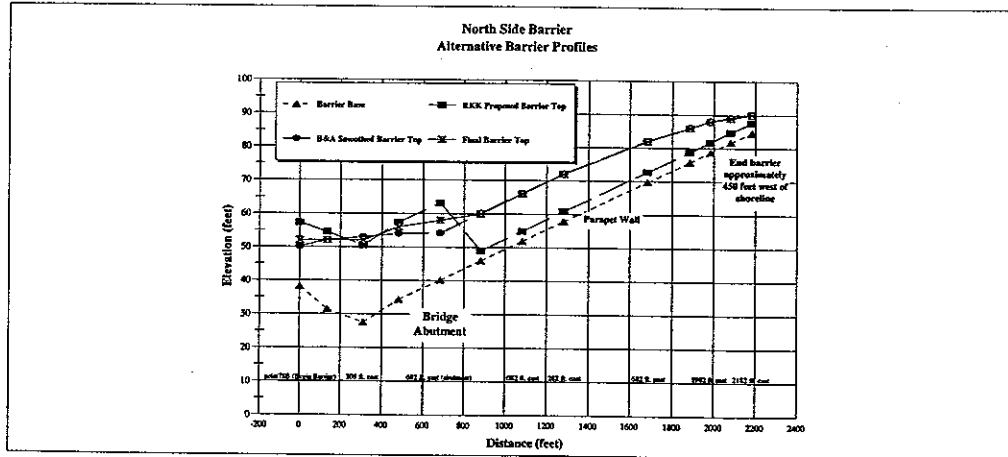
From Point	To Point	Segment Length (ft.)	Distance east of Barrier		Wall Type*	Barrier Base Elevation (ft.)	Barrier Top Elevation (ft.)	Total Height (ft.)	Barrier Height (ft.)	Barrier Area (sq. ft.)
			Start (ft.)	End (ft.)						
point78B	point78	136	0		F	38.2	52.0	13.8	10.8	1,469
point78	point82A	173	136		F	31.4	52.0	20.6	17.6	3,045
point82A	point82	173	309		F	27.5	52.0	24.5	21.5	3,720
point82	point86A	200	482		F	34.4	56.0	21.6	18.6	3,720
point86A	point86	200	682		S	40.2	58.0	17.8	14.8	2,960
point86	point90A	200	882		S	46.0	60.0	14.0	11.0	2,200
point90A	point90	200	1082		S	51.9	66.0	14.1	11.1	2,220
point90	point94	400	1282		S	57.8	72.0	14.2	11.2	4,480
point94	New-1	200	1682		S	69.8	82.0	12.2	9.2	1,840
New-1	New-2	100	1882		S	75.8	86.0	10.2	7.2	720
New-2	point98	100	1982		S	78.8	88.0	9.2	6.2	620
point98	New-3	100	2082		S	81.8	89.0	7.2	4.2	420
New-3	Barrier End	0	2182		S	84.6	90.0	5.4	2.4	0
Length (ft.):		2,182								

Barrier Area (sq. ft.): 27,413  
Average Height: 12.6  
Area on Retaining Wall: 0  
Free Standing Barrier Area: 11,953  
Barrier Area on Structure: 15,460  
Barrier Cost: \$732,350  
Residences receiving 5 dB IL from Barrier: 25  
Cost per Benefited Residence: \$29,294

Graph

Smoothed Top Elevation	RKK Barrier Top Elevation	Stationing	Label
50.2	57.2	10.0	point78B (Begin Barrier)
52.0	54.4	10.0	
53.0	50.5	10.0	309 ft. east
54.0	57.4	10.0	
54.2	63.2	10.0	682 ft. east (abutment)
60.2	49.0	10.0	
66.2	54.9	10.0	1082 ft. east
72.2	60.8	10.0	1282 ft. east
82.2	72.8	10.0	1682 ft. east
86.2	78.8	10.0	
88.2	81.8	10.0	1982 ft. east
89.2	84.8	10.0	
90.2	87.6	10.0	2182 ft. east

\* F = free standing barrier ; R = barrier on retaining wall; S = barrier on bridge structure.



ATTACHMENT D

**WOODROW WILSON BRIDGE PROJECT  
REIMBURSEMENT AGREEMENT FOR THE CITY OF ALEXANDRIA  
PURSUANT TO THE CITY OF ALEXANDRIA LETTER MODIFICATION  
WITH THE FEDERAL HIGHWAY ADMINISTRATION**

THIS AGREEMENT is made and executed in triplicate as of the 1<sup>st</sup> day of July, 2002, by and between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia (hereinafter called the CITY), and the Commonwealth of Virginia Department of Transportation (hereinafter called the DEPARTMENT).

WITNESSETH:

WHEREAS, the Commonwealth of Virginia and the State of Maryland, in cooperation with the District of Columbia and Federal Highway Administration (hereinafter called the FHWA), are undertaking the Woodrow Wilson Bridge Improvement Project, which includes the replacement of the Woodrow Wilson Memorial Bridge and the reconstruction of I-95/I-495 approach roadways and interchanges in Maryland and Virginia, and

WHEREAS, the CITY and FHWA have executed a Letter Modification dated July 1, 2002 (hereinafter called the LETTER), a copy of which is attached to this AGREEMENT as Exhibit A, pursuant to which the CITY and FHWA have modified the Agreement between the CITY and United States Department of Transportation, dated March 1, 1999 (hereinafter called the SETTLEMENT AGREEMENT), and

WHEREAS, both the DEPARTMENT and the CITY desire to complete the elements called for in the LETTER), the terms of which are incorporated by reference, and

WHEREAS, portions of the LETTER call for certain work to be performed by and under the management of the CITY that will be funded in accordance with a cost sharing arrangement established by FHWA and the DEPARTMENT, which cost sharing arrangement is generally described in the LETTER (hereinafter called the PROJECT), and

WHEREAS, the DEPARTMENT has identified the necessary federal and state funding for the PROJECT.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The CITY will perform fully those obligations and tasks to which it has agreed in the LETTER.
2. The DEPARTMENT will perform fully those obligations and tasks which are contemplated under the LETTER to be performed by the DEPARTMENT.
3. The CITY will comply with the terms of the LETTER, to the extent it requires submissions to, or review and approval by, the DEPARTMENT or FHWA, prior to the commencement of work associated with a PROJECT element. Where the LETTER does not require such submission, review or approval, the CITY agrees to provide notice to the DEPARTMENT of the initiation of any effort associated with a PROJECT element, contemporaneously with such initiation.
4. All element costs incurred by the CITY that are considered a part of the PROJECT and are eligible for federal funding as provided in the LETTER will be eligible for reimbursement by the DEPARTMENT. Element costs incurred by the CITY that will be reimbursed by the DEPARTMENT shall not exceed a total of \$31.03 million in year of expenditure (YOE\$) as agreed to in the LETTER, except to the extent the LETTER contemplates the use of reserve funds to fund excess costs.
5. All reserve fund costs incurred by the CITY that are considered a part of the PROJECT and are eligible for federal funding as provided in the LETTER will be eligible for reimbursement by the DEPARTMENT. Reserve fund costs incurred by the CITY that will be reimbursed by the DEPARTMENT shall not exceed a total of \$4.3 million in YOE\$ as agreed to in the LETTER.
6. The CITY shall submit, on the 15<sup>th</sup> day of each month, to the Woodrow Wilson Bridge Project DEPARTMENT Project Manager, an invoice for reimbursement; provided, the CITY may submit invoices for reimbursement of expenditures incurred for the purchase price of real property at any time. Invoices shall seek reimbursement only of

- expenditures actually incurred by the CITY. Where applicable, such invoices shall be accompanied by backup data showing, at minimum, completed work, materials, and labor expended on the PROJECT. The CITY is not permitted to request advance payment from the DEPARTMENT for any future expenditures related to the PROJECT.
7. Upon receipt of each invoice for reimbursement, the DEPARTMENT will review the request for form and sufficiency.
  8. The DEPARTMENT will provide reimbursement of actual expenditures for the previous month, within thirty (30) calendar days of receiving from the CITY an acceptable invoice. With respect to expenditures incurred by the CITY for the purchase price of real property, the DEPARTMENT shall reimburse such expenses within ten (10) business days of an acceptable invoice from the CITY.
  9. If the DEPARTMENT determines in the exercise of its reasonable discretion that documentation submitted by the CITY is not sufficient to support all or a portion of an invoice of the CITY for reimbursement of funds, the DEPARTMENT shall promptly notify the CITY within 72 hours of receipt of the invoice of the specific concerns regarding the invoice. The CITY shall resubmit its invoice with such further documentation as is necessary to address the concerns of the DEPARTMENT. If only a portion of an invoice for reimbursement is at issue, the DEPARTMENT shall process the undisputed portion of such invoice immediately upon its receipt. Notwithstanding anything to the contrary contained in this AGREEMENT, provided the CITY submits its documentation in a form consistent with submittals made by the CITY to the DEPARTMENT under the DEPARTMENT's Urban Construction Funds program, such documentation shall be deemed sufficient for purposes of this AGREEMENT.
  10. The CITY and the DEPARTMENT will establish a wire transfer protocol for the reimbursement of funds to the CITY.
  11. In the event that the DEPARTMENT does not make payment to the CITY for an approved reimbursement invoice, the DEPARTMENT will become liable to the CITY for prompt payment interest to the extent permitted under Virginia law.

12. The DEPARTMENT will not reimburse the CITY for any efforts or expenditures that fall outside the guidelines established in the LETTER. This limitation includes expenditures that exceed the budgets established in the LETTER (unless such expenditures are expressly authorized by the LETTER, for example, as a result of the reallocation of funds from one element to another element) or expenditures for elements that are not contained in the LETTER.
13. If deemed appropriate by FHWA or the DEPARTMENT, the DEPARTMENT may inspect all phases of plan development, construction, and payment records of the CITY to ascertain that payments were in fact made in reference to the PROJECT.
14. This AGREEMENT is binding upon the parties hereto, and their respective successors and assigns, and shall remain in effect until the completion, beneficial acceptance, and financial closeout of all portions of the PROJECT.
15. Any matters not covered by this AGREEMENT or the LETTER shall be carried out with mutual consent of the DEPARTMENT and the CITY. In the event of any inconsistencies between the provisions of the LETTER and the provisions of this AGREEMENT, the provisions of the LETTER shall control.
16. No amendment or modification of the LETTER shall be binding on the DEPARTMENT, unless the DEPARTMENT shall have joined in, or otherwise evidenced its concurrence with, such amendment or modification.
17. The DEPARTMENT expressly acknowledges and agrees to the modifications set forth in the LETTER and agrees to be bound by the LETTER.
18. The DEPARTMENT represents to the CITY that except as otherwise set forth in this AGREEMENT or the LETTER, no approvals or consents are necessary from any governmental entity other than the DEPARTMENT in order for the CITY to obtain reimbursement under this LETTER.
19. The DEPARTMENT's financial obligations under this AGREEMENT are subject to (a) receipt of federal funding in accordance with the cost sharing arrangement described in the LETTER, (b) appropriation by the General Assembly, and (c) allocation by the Commonwealth Transportation Board. Notwithstanding the foregoing, nothing in this

AGREEMENT shall be construed to excuse the Commonwealth of Virginia, including the DEPARTMENT, from the performance of the obligations imposed upon it by FHWA pursuant to paragraph 7 of the SETTLEMENT AGREEMENT, the project agreement between FHWA and the DEPARTMENT, and 23 CFR Part 630, including Federal-Aid Project Authorization (Subpart A); Plans, Specifications and Estimates (Subpart B); and Project Agreements (Subpart C). THE DEPARTMENT agrees to include in its annual budget proposed to the General Assembly, and its annual plan proposed to the Commonwealth Transportation Board, sufficient funds to permit the completion of the PROJECT, in accordance with the budgets and schedules established by the LETTER, and to diligently pursue the approval of its proposals. In the event any portion of the PROJECT is deferred due to the nonappropriation or nonallocation of funds, the DEPARTMENT agrees to fund to the CITY the costs to complete the PROJECT, as originally contemplated, and to budget and fund any resultant increases in such costs. The DEPARTMENT's financial obligations associated with such increased costs shall also be subject to the provisions of paragraph 7 of the SETTLEMENT AGREEMENT and this paragraph.

20. If any provision of this AGREEMENT is determined by a court of law to be void or invalid, such provision shall be stricken and the remainder of this AGREEMENT shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed, in triplicate, on the part of the DEPARTMENT and the CITY by their duly authorized officers.

**CITY OF ALEXANDRIA**

Approved for Form:

\_\_\_\_\_

CITY OF ALEXANDRIA

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

Philip G. Sunderland  
City Manager

Witness: \_\_\_\_\_

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

Attest:

\_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

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

Philip A. Shucet  
Commissioner

Approved for Form:

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

Assistant Attorney General



## City of Alexandria, Virginia

## MEMORANDUM

DATE: JUNE 21, 2002

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

THROUGH: PHILIP SUNDERLAND, CITY MANAGER *PS*

FROM: RICHARD J. BAIER, P.E., DIRECTOR, TRANSPORTATION & ENVIRONMENTAL SERVICES *RJB*

SUBJECT: PROPOSED NOISE PERMIT FOR VDOT FOR THE WWB PROJECT

---

The purpose of this memorandum is to provide to City Council information concerning ongoing negotiations regarding the issuance of a comprehensive noise permit to the Virginia Department of Transportation (VDOT) for the Woodrow Wilson Bridge Project (WWB).

**BACKGROUND**

Construction noise is currently regulated by Transportation & Environmental Services (T&ES) through the City's Noise Control Code, Title 11, Chapter 5, which regulates the noise by hours of operation rather than by establishing permissible sound levels at the property line. Section 4(b)(10) of the City Code regulates the hours that construction activities are permitted within the City. Construction and any construction-related activities are restricted to Monday through Friday, between 7:00 AM and 6:00 PM, and Saturday between 9:00 AM and 6:00 PM, and are prohibited on Sundays and major holidays. Pile driving is further restricted to between 9 AM to 6 PM Monday through Friday and 10 AM to 4 PM on Saturdays.

Construction can occur outside the normal hours in only two circumstances: (1) when there is an emergency water break or a power outage and the work is being done to restore public services or (2) when a permit is issued by the City. Construction of the WWB Bridge is not an emergency involving the restoration of a public service and as a result any construction outside of the permitted hours requires a permit from the City.

The WWB project is a large construction project in a highly urbanized area, involving major highways, interchanges, and City streets with many noise sensitive properties nearby such as residences or schools. There will be times when it will be necessary to work outside of the normal hours for safety, technical or for traffic control purposes.

A few examples of activities that will likely involve work outside the normal hours include large concrete pours, activities that involve blocking traffic lanes on the beltway, GW Parkway, or

Route 1. City staff have been working with VDOT and the WWB project to develop a process that will enable the project to be constructed, while minimizing the impact of construction noise on the community and trying to maximize the noise abatement efforts.

## **PROPOSED COMPREHENSIVE NOISE PERMIT AND PROCESS**

VDOT has requested that a revocable comprehensive noise variance permit be issued to VDOT rather than issue specific permits to contractors and sub-contractors, and that the permit cover an extended period of time, such as 4 to 6 months, rather than a specific activity. This period of time is longer than the City normally issues this type of permit. Even though the permit would be issued for a longer period of time, the permit would have conditions enabling the City to revoke the permit for continued violations and would require both a supplemental review process for nighttime activities and a citizen complaint review process. In return, VDOT would commit to the following general provisions:

- extensive noise monitoring to measure sound levels surrounding the construction sites while construction is occurring
- funding independent noise monitoring personnel that will report to VDOT and the City
- minimize noise from backup alarms and similar sources
- monitor ambient noise to develop baseline noise information
- require contractors to take reasonable steps to perform work in a manner that minimizes nuisance noise conditions, including backup alarms

There are many benefits to the City from these general provisions. VDOT agrees to comply with the City's Noise Control Code and to obtain permits to work outside of the regular hours. This is important since, in the past, VDOT has asserted that as a state agency it is not required to comply with local ordinances while doing work within their right-of-way. VDOT has committed to monitor the noise levels during construction and has also collected and established baseline noise levels prior to construction. Also, VDOT will fund additional personnel that would report to both the City and the project to implement the monitoring program and monitor the construction activities for compliance with the permit. The City would not have to hire additional staff or consultants to perform this function.

With respect to allowing construction work outside of the regular hours, the current proposal calls for dividing the day into three time categories:

- Daytime hours which are the existing permitted hours: Monday through Friday, 7 AM to 6 PM, and Saturday 9 AM to 6 PM (with the additional pile driving restrictions)
- Evening hours: Monday - Friday 6 PM to 10 PM
- Nighttime hours: Monday - Friday 10 PM to 7 AM

Saturday evenings, Sundays and major holidays would not be affected by the permit, and would continue to be subject to the requirements of the City Code.

There will be no restrictions concerning the noise levels during the daytime hours consistent with the City code, except for the additional hour restrictions for pile driving. (see Attachment A)

### **ACTIVITIES COVERED UNDER THE COMPREHENSIVE NOISE PERMIT**

In the evening hours, general construction activities may occur as long as the noise level does not exceed the baseline sound levels, plus 3 dBA, as measured at the property line (as represented by L10 & Lmax baseline data, where L10 is the sound level exceeded 10 % of the time for a specified monitoring period and Lmax is the maximum sound level for specific time frame.) A three decibel increment was chosen because in most cases the human hearing can not distinguish a change of 3 decibels or less, and the background noise levels from existing sources including the noise from the beltway would mask a majority of the construction noise. If the construction activities are required during the evening hours due to safety/technical reasons and they can be performed and remain below the baseline sound level, plus 8 dBA, as measured at the property line (as represented by L10 & Lmax baseline data), no additional authorization from the City is required. This approach will encourage VDOT and it's contractors to perform work in the evening hours rather than during the nighttime hours. If the work cannot be done within these parameters, the contractor will have to suspend work and comply with the supplemental review process described below.

In the nighttime hours, construction is restricted to activities that must be performed at night due to safety, technical, lane closure or similar requirements, as determined by and at the discretion of the Director of T&ES. Construction activities that have little or no impact on residential properties due to distance or lack noise may also be permitted at the discretion of the Director of T&ES. To obtain authorization to perform nighttime work VDOT / the contractor shall submit a supplemental work plan to the City with the following information:

- justification for why it must be done at night
- the scope of the project and the means and methods
- a noise abatement plan outlining the proposed measures such as temporary sound barriers, noise curtains or other measures required by the City.

In addition to these requirements, the City will retain ultimate control of the response to complaints. The City and VDOT will evaluate citizen complaints and determine if they are valid. For instance, this may include measurement of noise levels when the complained-about construction activity is occurring. If a complaint is found to be valid, VDOT will work with the contractor to devise effective abatement procedures. If the problem persists, the City is able to require that the offending activity cease or, in extreme cases, to suspend the permit.

If there are any questions about the above, please give me a call (838-4966).

cc: Emily Baker, P.E., City Engineer, T&ES  
William Skrabak, Division Chief, Environmental Quality, T&ES  
Reed Winslow, WWB Coordinator, T&ES

**Attachment A**

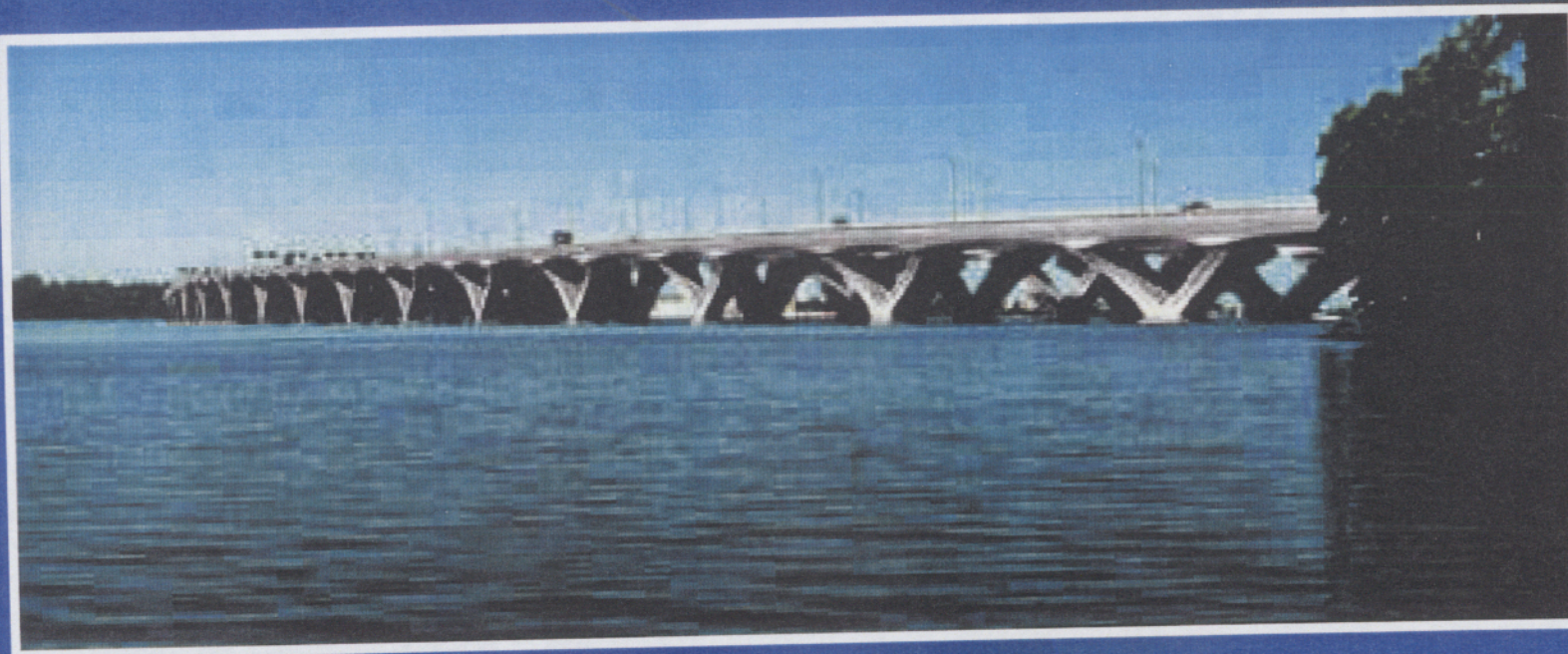
**SUMMARY TABLE OUTLINING  
ACTIVITIES COVERED UNDER THE COMPREHENSIVE PERMIT**

<b>Day Time hours M-F 7 AM to 6 PM Sat. 9 AM to 6 PM</b>	<b>Evening hours M-F 6 PM to 10 PM</b>	<b>Nighttime hours M-F 10 PM to 7AM Sat. 6 PM to Mon. 7 AM includes Sundays &amp; major holidays</b>
<b>No restrictions except for pile driving limited to M-F 9 AM to 6 PM and Sat. 10 AM to 4 PM.</b>	<b>a) Any construction activities where noise levels do not exceed ambient/baseline plus 3 dBA.  b) Construction activities for technical/safety reasons as determined by the Director of T&amp;ES where noise levels do not exceed ambient/baseline plus 8 dBA.</b>	<b>No construction activities to occur except for those approved by the City under a separate supplemental permit process.</b>



# Woodrow Wilson Bridge Settlement Agreement

June 25, 2002



Transportation & Environmental Services



# Framework for the Revisions

- March 1999 Agreement called for a large urban deck at South Washington Street.
- In June 2000, the City and Federal Highway Administration (FHWA) concluded that design and construction of this large deck would be more complex than anticipated, and agreed to explore a smaller deck and alternative mitigation.
- Two constraints:
  - Need to provide alternative mitigation for impacts addressed by the large deck (aesthetic, history, noise, and recreational mitigation); and
  - Stay within \$62 million budget for the original deck.

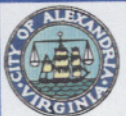




# Elements of the Revised Agreement

## Small Deck

- \$26.6 million project budget, Woodrow Wilson Bridge Project responsible for excess costs.





# Elements of the Revised Agreement

## Recreational Facility

- Duke Street and Telegraph Road, \$19.8 million project budget, plus \$3.3 million reserve fund for acquisition and remediation.
- The City responsible for excess costs after exhaustion of project funds.

WITTER STREET OFF-SITE RECREATION COMPLEX





# Elements of the Revised Agreement

## Freedmen's Cemetery Enhancements

- South Washington and Church Streets, \$5.5 million project budget, plus \$1.0 million reserve fund for acquisition and remediation. City responsible for excess costs after exhaustion of project funding.

DRAWING SHOWING LAND TO BE ACQUIRED BY THE CITY OF ALEXANDRIA WITH FHWA FUNDING

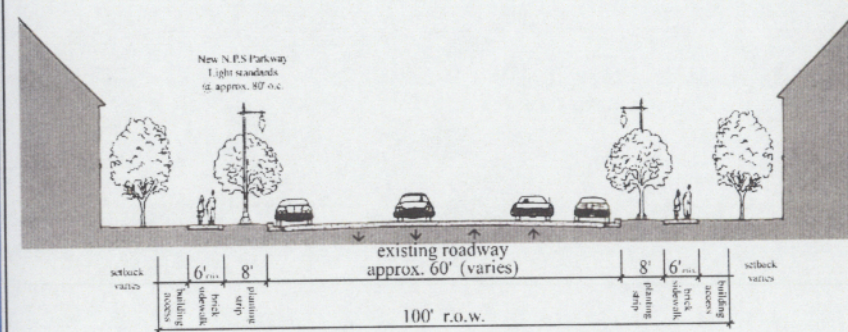




# Elements of the Revised Agreement

## Streetscape Improvements

- South Washington Street from the deck to Gibbon Street, plus traffic calming east to Royal Street, \$4.9 million project budget. City responsible for excess cost after exhaustion of project funding.



WASHINGTON STREET TYPICAL SECTION

### KEY FEATURES INCLUDED IN CONCEPT DESIGN:

- Uniform street section
- Continuous curbs
- Intersection treatments
- Minimization of Vehicle/Pedestrian conflicts
- Consistent and appropriate street furniture
- Zoning curb to building area:
  - Landscaping; street furniture; signage; utilities (underground).
  - Pedestrian uses
  - Building Access / Architectural

ATTACHMENT A-EXHIBIT A6

WOODROW WILSON BRIDGE PROJECT

CONCEPT DESIGN

FOR PROPOSED

STREETSCAPE IMPROVEMENTS

ALEXANDRIA, VIRGINIA

JUNE 12, 2002



*Transportation & Environmental Services*



# Elements of the Revised Agreement

## Equipment

- \$300,000 project budget for City to acquire equipment to maintain new facilities.





# Elements of the Revised Agreement

Maintenance equipment and cost estimates that would be required to maintain the Freedmen's Cemetery and the proposed athletic fields at the Witter Street site.

## Equipment

Pick-up Truck

(2) 6ft. Deck Mowers

(2) Utility Vehicles  
(Cushmans)

Ballfield Machine

Turf Cultivator

Front-end Loader/ Backhoe

Sportsturf Top dresser

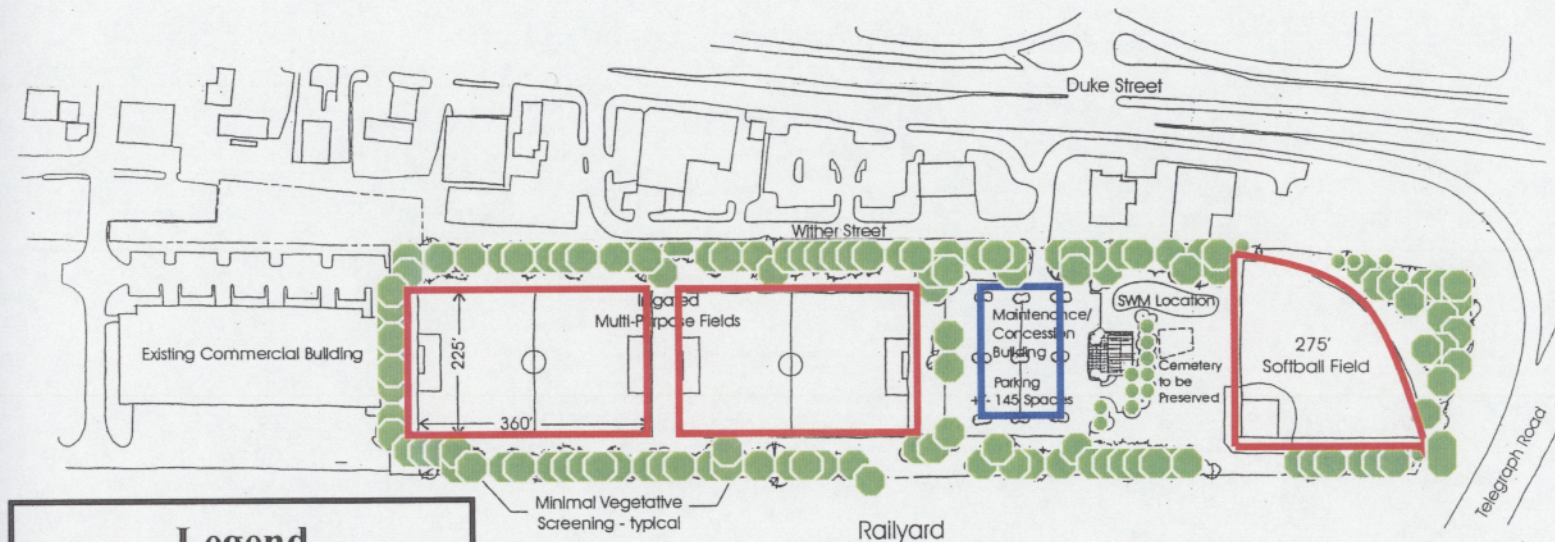
<b>Total Estimated Cost</b>	<b>\$300,000</b>
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*Transportation & Environmental Services*



# Elements of the Revised Agreement



## Legend



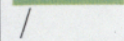
Fields



Parking



Landscaping



Trees

WITTER STREET OFF-SITE RECREATION COMPLEX



*Transportation & Environmental Services*



# Elements of the Revised Agreement

- Local Neighborhood Community Enhancement Program
- \$500,000 project budget for window upgrades and, or soundproofing of private residences in the area of South Saint Asaph Street, Green Street (south side only), South Lee Street and the Beltway, unless a noise wall agreed to by the City, VDOT, and FHWA is constructed on the bridge.

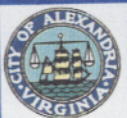




# Elements of the Revised Agreement

## Project Funding

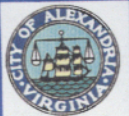
- Project funding for Recreation Facility, Freedmen's Cemetery Enhancement, Streetscape Improvements consists of the budgeted amount, plus, with the agreement of the City, VDOT, and FHWA, up to 10% of the reserve fund if available and 10% reallocation from another item, and, if additional funding is still requirement to complete an item, up to 50% of such funding requirement, up to the balance of unexpended reserve funds.





## Remaining Issues

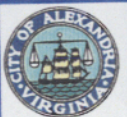
1. Reimbursement Agreement between the City and VDOT
2. Construction, noise and hauling permits





## City Code Regulates Construction Noise by:

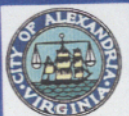
- By Days and Hours of Operation and NOT by Noise Level
- General Construction and Pile Driving Treated Differently
- No Construction on Sundays & Major Holidays





# Permitted Hours

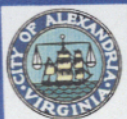
- Construction
  - M-F 7:00 a.m. to 6:00 p.m.
  - Sat 9:00 a.m. to 6:00 p.m.
- Pile Driving
  - M-F 9:00 a.m. to 6:00 p.m.
  - Sat 10:00 a.m. to 4:00 p.m.
  - Variance/Permit Process Outside these hours





# Proposed Negotiated Comprehensive Noise Permit

- Issued to VDOT and not its contractors.
- Revocable for cause and performance based.
- VDOT responsible for compliance with permit conditions.
- Issued/renewed quarterly or every 6 months.
- Hours of the day divided into 3 categories: day, evening and night time.
- Supplemental review process provisions within the permit .
- Provision for complaint resolution process.





# Day Time Hours

- Construction

- Monday-Friday 7:00 a.m. to 6:00 p.m.
- Saturday 9:00 a.m. to 6:00 p.m.

- Pile Driving

- Monday-Friday 9:00 a.m. to 6:00 p.m.
- Saturday 10:00 a.m. to 4:00 p.m.
- Unrestricted as allowed by existing City Code





## Examples of Day Time work

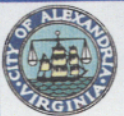
- Pile Driving
- Jack Hammering
- Blasting
- Demolition
- Hauling on Residential Streets, etc.





## Evening Hours

- Monday-Friday 6:00 a.m. to 10:00 p.m.
- Activities w/Noise Levels limited to the existing ambient noise levels (L10 and Lmax) + 3 dB allowed
- Work generating noise levels in excess of above levels will require supplemental review and approval (by both City and VDOT)





## Examples of Evening Work

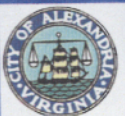
- Hauling on City Streets
- Operation of non-impact machinery
- Other work that does not generate noise louder than ambient Beltway noise levels
- Noisier work will receive supplemental review
- This approval may be granted By T&ES for reasons of safety and technical





## Night Time Hours

- Monday-Thursday 10:00 p.m. to 7:00 a.m. next day
- Friday 10:00 p.m. to 9:00 a.m. Saturday
- Saturday 6:00 p.m. to 7:00 a.m. Monday
- All construction activities will require supplemental review and approval (by both City and VDOT)





# Examples of Night Work

- Hot weather concrete work, Large Concrete Pours
- Work requiring Beltway mainline lane closures
- All work will receive supplemental review
- This approval may be granted only for reasons of safety and technical reasons and **not** for scheduling or economic ...**Most Restrictive**





## Supplemental Review and Approval Process

- By days and hours of operation and **not** by noise level
- General construction and pile driving treated differently
- No construction on Sundays and major holidays

