

JUNE 11, 2019

RESUME

VDOT Stormwater Maintenance Project Agreement; Marl Bank Drive

County staff has been in discussions with VDOT concerning performing work at an outfall ditch between 1112 and 1118 Marl Bank Drive that is experiencing stormwater runoff and severe erosion issues. Staff presented options to the Board at their April 9th work session, including costs associated with the work if wetlands were present at the site. The Army Corps of Engineers has reviewed the site and determined that wetlands will not be affected by the proposed work.

VDOT has presented the enclosed agreement detailing work that will be performed by VDOT forces. The County will provide funding for the work under our Stormwater Utility Fee Program. This proposal ensures adequate coordination of the work, timely completion of the work, and one central contact for scheduling the work. VDOT has provided an estimate of \$38,887.00 to complete the work.

If the agreement is approved, staff will work with the County Attorney to obtain the necessary easements for the project.

Mrs. Julie Walton will be available to review the proposal and answer any questions. Included for review is the agreement, schedule of proposed costs, Army Corps review, and maps of the ditch and easement areas. A draft resolution is also included for the Board's consideration.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 11th day of June, 2019:

Present:

Vote:

Donald Hunter, Chairman
Floyd M. Brown Jr., Vice Chairman
Alan R. Carmichael
Marlene J. Waymack
T. J. Webb

A-1

On motion of _____, seconded by _____, which carried _____, the following Resolution was adopted:

RESOLUTION; APPROVAL OF AGREEMENT WITH VDOT TO RE-ESTABLISH OUTFALL DITCHES ON MARK BANK DRIVE AND TO AUTHORIZE FUNDING FROM THE STORMWATER UTILITY FUND

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the re-establishing of the flow line, provide measures to reduce erosion, and creating positive drainage between 1112 and 1118 Marl Bank Drive, as best can be obtained based on the final outfall elevation; and,

WHEREAS, The County will handle any communications with property owners, as they deem appropriate; and,

WHEREAS, The Board authorizes funding of \$38,887.00 to be provided from the Stormwater Utility Fund through an accounts receivable with the Virginia Department of Transportation to begin environmental survey work and continue through to construction or to an appropriate phase supported by the available funding; and,

WHEREAS, The Virginia Department of Transportation will track expenditures and should additional funding be necessary to complete the work, additional funding authorization will be sought from this Board before proceeding. Any remaining funds will be returned to the County of Prince George;

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 11th day of June, 2019, hereby enter into agreement with VDOT to perform the work, and authorize that the funding for improvements to the said outfall ditches be provided to the Virginia Department of Transportation under accounts receivables.

A Copy Teste:

Percy C. Ashcraft
County Administrator

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

PRINCE GEORGE COUNTY
UPC _____

THIS AGREEMENT, made and executed in triplicate on this the ____ day of _____, 2019, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF PRINCE GEORGE, hereinafter referred to as the "COUNTY."

WITNESSETH

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

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

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

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

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

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

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

A. The DEPARTMENT shall:

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

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

otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

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

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

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

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

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

COUNTY OF PRINCE GEORGE, VIRGINIA:

Date

Typed or Printed Name of Signatory Date

Signature of Witness Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Barton A. Thrasher Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Appendix B

Project Number: (UPC _____)

Locality: Prince George County

Project Scope	
Work Description:	Outfall ditch repair
From:	Pipe outlet at 1112 Marlbank Dr.
To:	Outfall approximately 180' downstream
<small>Locality Project Manager Contact Info: Julie Walton – jwalton@princegeorgecountyva.gov Department Project Coordinator Contact Info: Crystal Smith – crystal.smith@vdot.virginia.gov</small>	

Detailed Scope of Services
<ul style="list-style-type: none"> - VDOT will perform wetland delineation on the property located behind 1112 Marlbank Dr. - VDOT will provide a cost estimate to the County for the installation of a drainage pipe in the existing drainage outfall ditch at 1112 Marlbank Dr. - VDOT will provide Prince George County with the environmental package to submit to Army Corps of Engineers - All as more precisely described in Appendix B, entitled "Attachment A"

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

Authorized Locality Official and date

Typed or printed name of person signing

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

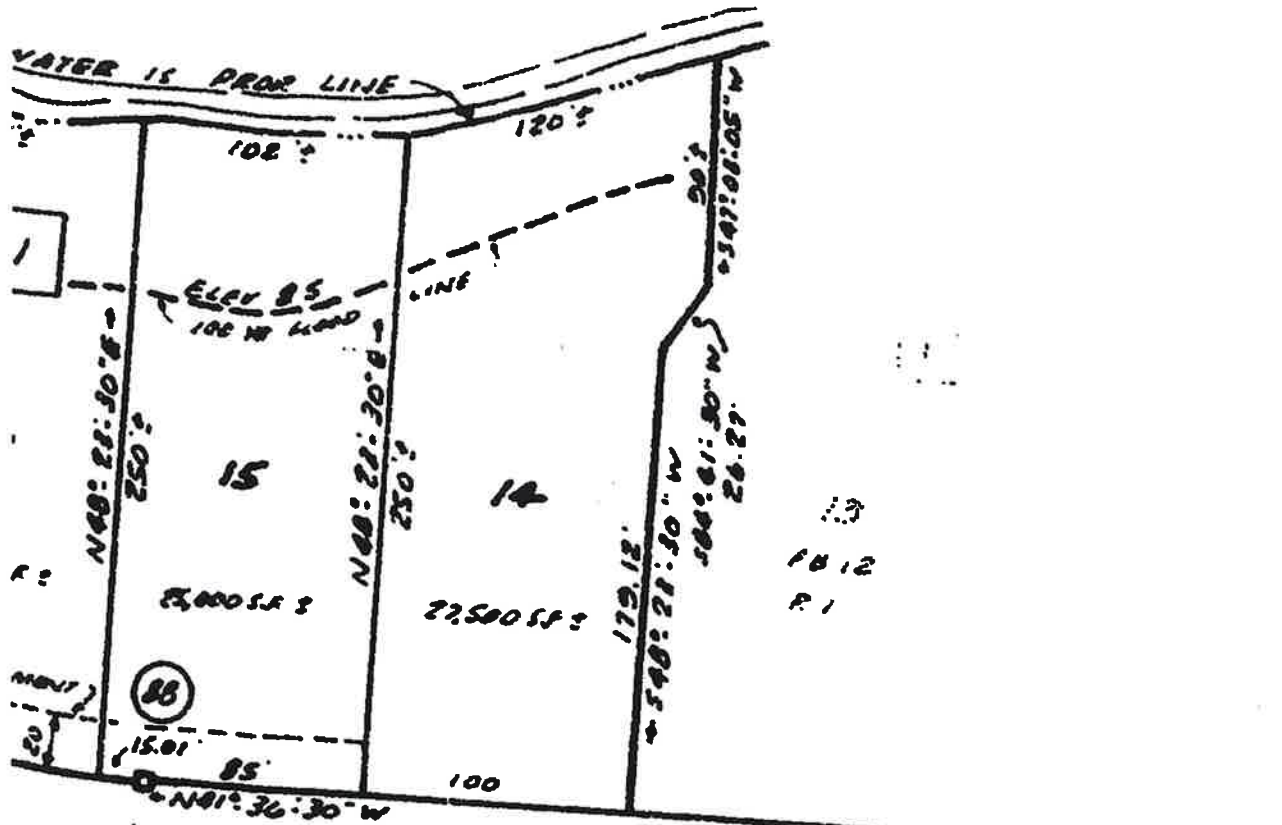
Typed or printed name of person signing

**Beechwood Subdivision
Marl Bank Road
Drainage Easement Requirements for Storm Sewer Project**

VDOT will be working with Prince George County to construct a storm sewer within an existing outfall ditch between Lots 7 and 8 of Beechwood Manor Section 7.

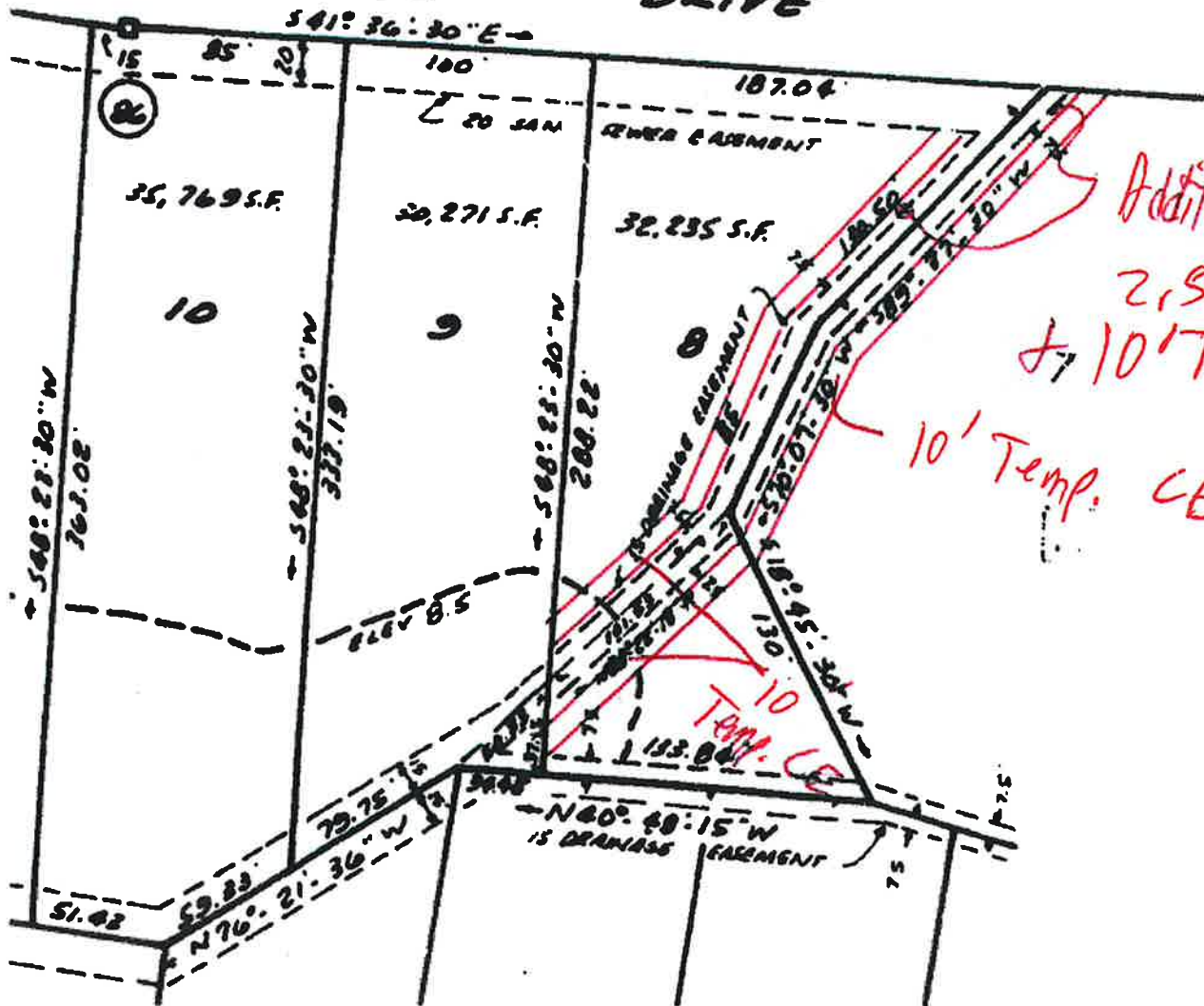
As recorded on the subdivision plat for Beechwood Manor Section 7, PB 16, PG 38, there is an existing 15' drainage easement centered on the lot line between Lots 8, GPIN 05A(07)02-008-0 and Lot 7, GPIN 05A(01)02-007-0. A drainage easement a total of 20' in width will be required. It will also be necessary to obtain a 10' temporary construction easement on Lot 7 and Lot 8 that is contiguous to the 20' permanent drainage easement.

A copy of the subdivision plat and an exhibit showing the needed easements is attached to this description.



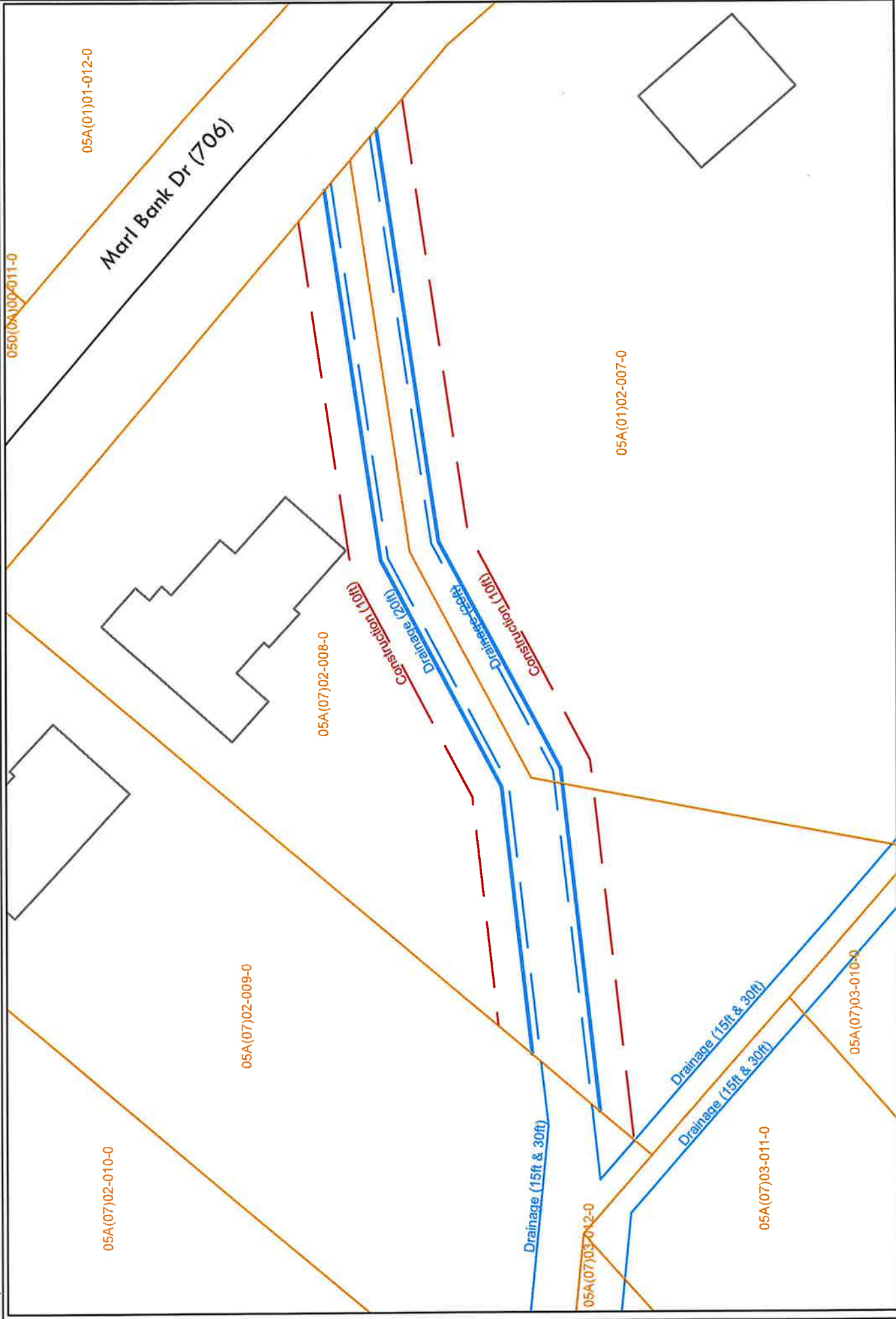
MANOR I

RIVERSIDE DRIVE



Additional
2.5' DE
& 10' Temp. CE,
10' Temp. CE

RECORDED
SEC.

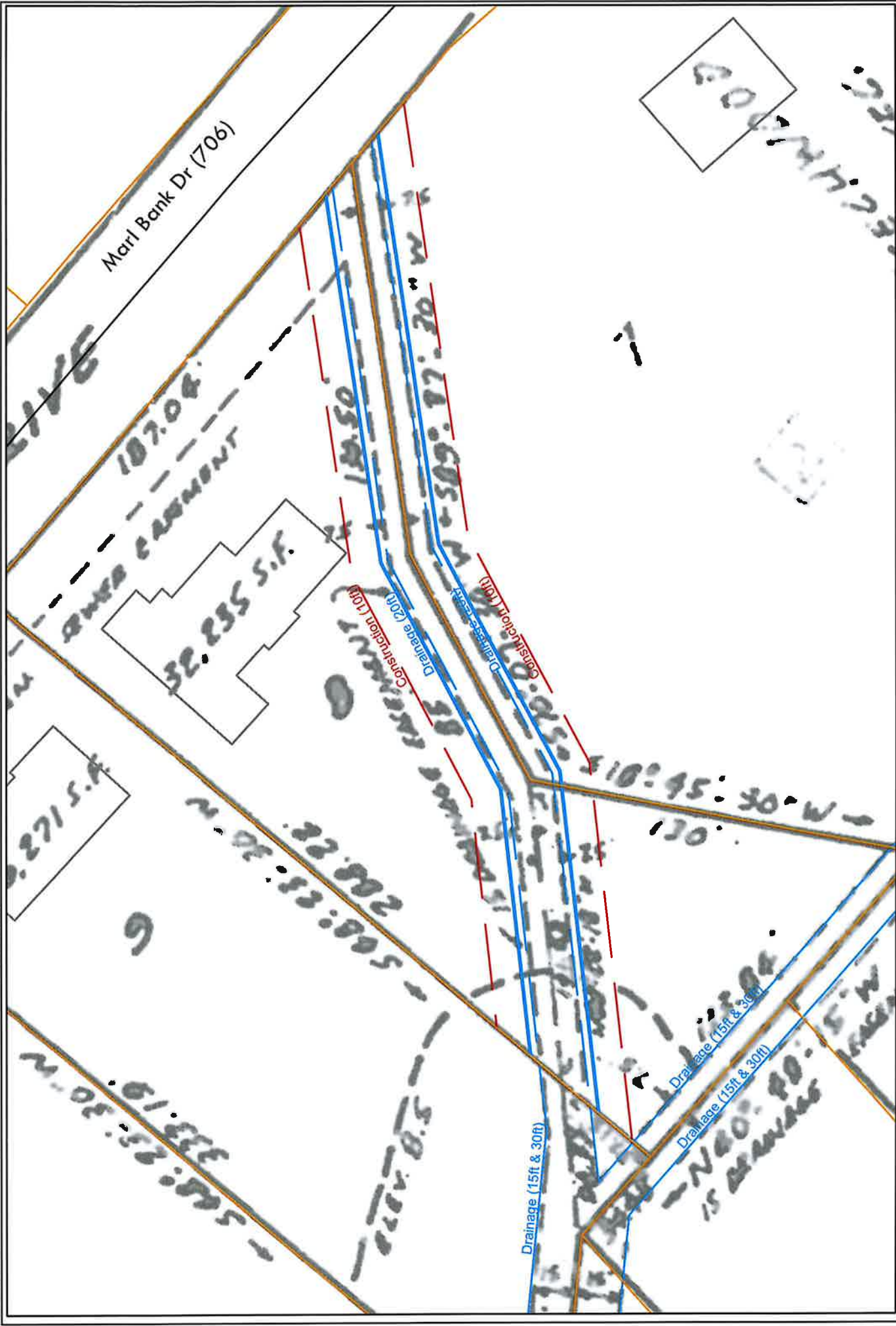


Centerlines: Road

Tax Parcels

Background: N/A
Scale: 1:500
NB: Line positions are approximated from aerial imagery.

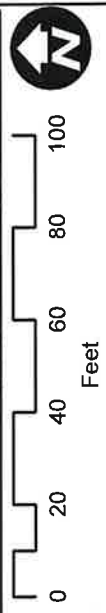
0 20 40 60 80 100
Feet



Centerlines: Road

Tax Parcels

Background: PB16-038 (1975)
 Scale: 1:500
 NB: Line positions are approximated from aerial imagery.



OPINION OF PROBABLE COST - Marl Bank Road Storm Sewer Extension For Prince George County

Prepared By: VDOT
Date:

Category	Item Description	Quantities	Units	Unit Cost	Totals
<u>Labor</u>	4-man crew with Backhoe and Skidsteer	8	Day	\$ 2,240.00	\$ 17,920.00
<u>Excavation</u>	Imported Structural Fill	100	C.Y.	\$ 30.00	\$ 3,000.00
	Imported Topsoil	70	C.Y.	\$ 50.00	\$ 3,500.00
<u>Erosion and Sedimentation Control</u>	Silt Fence	300	L.F.	\$ 4.00	\$ 1,200.00
	Rock Check Dams	2	Ea.	\$ 40.00	\$ 80.00
	Permanent Seeding	300	S.Y.	\$ 3.00	\$ 900.00
<u>Storm Sewer</u>	Demolition of Ex. Headwall and Disposal	1	L.S.	\$ 2,000.00	\$ 2,000.00
	30" HDPE Storm Sewer Installed	135	L.F.	\$ 60.00	\$ 8,100.00
	Storm Sewer Structures	1	Ea.	\$ 4,000.00	\$ 4,000.00
	Level Spreader	1	L.S.	\$ 1,500.00	\$ 1,500.00
<u>General</u>	Permitting (Assuming wetland permit Req.)	1	L.S.	\$ 8,000.00	\$ 8,000.00
	WOUS Mitigation (Assuming permit and mit.)	0	L.F.	350 \$	-
	Construction Stakeout	1	L.S.	1500 \$	1,500.00
				SUBTOTAL	\$ 33,780.00
				15% CONTINGENCY	\$ 5,067.00
				TOTAL	\$ 38,847.00

Angela Blount

From: Gibson, Steven W CIV USARMY CENAO (US) <Steven.W.Gibson@usace.army.mil>
Sent: Monday, April 29, 2019 11:39 AM
To: Angela Blount
Subject: RE: Prince George/VDOT proposed extension of Rip Rap apron 1112 Marl Bank Drive Prince George, VA

The proposed roadside ditch discharge ditch erosion control conversion of 135lf to pipe with a rip rap level spreader just below existing hogwire fence and above the burn barrel will not require additional authorization from this office. As indicated in the proposal E&S control will be installed and maintained in accordance with VA Sediment and Erosion Control Handbook.

All construction activity should take place above the wooded drainage in the lower rear yard.

Steve Gibson
Norfolk District
Regulatory
757-818-5877

-----Original Message-----

From: Angela Blount [<mailto:ABlount@princegeorgecountyva.gov>]
Sent: Monday, April 8, 2019 12:24 PM
To: Gibson, Steven W CIV USARMY CENAO (US) <Steven.W.Gibson@usace.army.mil>
Subject: [Non-DoD Source] FW: Prince George/VDOT proposed extension of Rip Rap apron 1112 Marl Bank Drive Prince George, VA

Hi Steve,
Sorry, The downstream measurement should be 180ft instead of 120ft.

Thanks,
Angela

-----Original Message-----

From: Angela Blount
Sent: Monday, April 08, 2019 12:08 PM
To: 'Gibson, Steven W CIV USARMY CENAO (US)'
Subject: RE: Prince George/VDOT proposed extension of Rip Rap apron 1112 Marl Bank Drive Prince George, VA

Good Afternoon Steve,

I just received this information for the work that is being proposed by VDOT. Their intent is to extend the existing pipe, restore and reseed the ditch line and possibly add a level spreader. While the work will still be contained inside the drainage ditch, it will extend approximately 120ft. from the existing headwall. I just wanted to clarify with you that there will be no further authorization from Army Corp for this proposed work. I am resending the original application along with the information we received form VDOT for your review.

Thanks,
Angela

-----Original Message-----

From: Gibson, Steven W CIV USARMY CENAO (US) [<mailto:Steven.W.Gibson@usace.army.mil>]
Sent: Monday, April 08, 2019 7:42 AM
To: Angela Blount
Subject: FW: Prince George/VDOT proposed extension of Rip Rap apron 1112 Marl Bank Drive Prince George, VA

-----Original Message-----

From: Gibson, Steven W CIV USARMY CENAO (US)
Sent: Thursday, April 4, 2019 1:12 PM
To: 'ablount@princegeorgecountyva.gov' <ablount@princegeorgecountyva.gov>
Subject: Prince George/VDOT proposed extension of Rip Rap apron 1112 Marl Bank Drive Prince George, VA

Thanks for your submittal Angela. The channel stabilization/ rip rap apron extension depicted on the attached graphic shows the area to be repaired. Stabilization will not require further authorization. This ephemeral ditch has experienced erosion, paving may have increased volume-velocity which when combined with above average rainfall led officials to take action.

Steve Gibson
United States Army Corps of Engineers
Norfolk District
Regulatory
757-818-5877

This email and any attachments with it are privileged and confidential and are intended solely for those individuals(s) to whom they are addressed. If you have received this email in error or are not the addressee, please immediately delete it and notify the sender.