

## FEDERAL, STATE, & OTHER CORRESPONDENCE





## FEDERAL CORRESPONDENCE





47504 of the Act. Preliminary review of the submitted material indicates that it conforms to FAR Part 150 requirements for the submittal of noise compatibility programs, but that further review will be necessary prior to approval or disapproval of the program. The formal review period, limited by law to a maximum of 180 days, will be completed on or before November 22, 2006.

The FAA's detailed evaluation will be conducted under the provision of 14 CFR Part 150, section 150.33. The primary considerations in the evaluation process are whether the proposed measures may reduce the level of aviation safety or create an undue burden on interstate or foreign commerce, and whether they are reasonably consistent with obtaining the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses.

Interested persons are invited to comment on the proposed program with specific reference to these factors. All comments relating to these factors, other than those properly addressed to local land use authorities, will be considered by the FAA to the extent practicable. Copies of the noise exposure maps and the proposed noise compatibility program are available for examination at the following locations:

Federal Aviation Administration,  
National Headquarters, Planning and  
Environmental Division, APP-400,  
800 Independence Avenue, SW.,  
Room 621, Washington, DC 20591.

Federal Aviation Administration,  
Western-Pacific Region Office,  
Airports Division, Room 3012, 15000  
Aviation Boulevard, Hawthorne,  
California 90261.

Federal Aviation Administration,  
Western-Pacific Region, San Francisco  
Airports District Office, 831 Mitten  
Road, Suite 210, Burlingame,  
California 94010.

City of Fresno, Mr. Kevin Meikle,  
Airport Planning Manager, 4995 East  
Clinton Way, Fresno, CA 93727-1525.

Questions may be directed to the  
individual named above under the  
heading **FOR FURTHER INFORMATION  
CONTACT**.

Issued in Hawthorne, California, on May  
26, 2006.

**Mark A. McClardy,**

*Manager, Airports Division, AWP-600,  
Western-Pacific Region.*

[FR Doc. 06-5158 Filed 6-6-06; 8:45 am]

**BILLING CODE 4910-13-M**

## DEPARTMENT OF TRANSPORTATION

### Federal Highway Administration

#### Environmental Impact Statement: Henderson and Buncombe Counties, NC

**AGENCY:** Federal Highway  
Administration (FHWA), DOT.

**ACTION:** Notice of Intent.

**SUMMARY:** The FHWA is issuing this notice to advise the public that an Environmental Impact Statement (EIS) will be prepared for a multi-land widening of I-26 between NC 225 and I-40 in Asheville in Buncombe and Henderson Counties, North Carolina (TIP Projects I-4400 & I-4700).

**FOR FURTHER INFORMATION CONTACT:** Clarence W. Coleman, PE, Operations Engineer, Federal Highway Administration, 310 New Bern Avenue, Suite 410, Raleigh, North Carolina 27601-1418, Telephone: (919) 856-4350, extension 133 or Joseph S. Qubain, Project Manager, North Carolina Department of Transportation (NCDOT), 1548 Mail Service Center, Raleigh, North Carolina 27699-1548, Telephone: (919) 733-7844, extension 209.

**SUPPLEMENTARY INFORMATION:** The FHWA, in cooperation with the NCDOT, will prepare an EIS on a proposal to widen I-26 between NC 255 south of Hendersonville and I-40 near Asheville in Buncombe and Henderson Counties, North Carolina. The proposed project would be approximately 22.2 miles in length.

Improvements to the corridor are considered necessary to relieve forecasted congestion along the I-26 corridor. Alternatives under consideration include: (1) Taking no action; (2) Transportation Systems Management/Travel Demand Management (TSM/TDM) that incorporates operational improvements and demand mitigation programs and initiatives to meet the transportation demand within the I-26 corridor; and (3) a multi-lane widening of I-26 within the existing right-of-way that includes rehabilitation and widening of existing bridge structures within the project limits, including the Blue Ridge Parkway structure over I-26. The EIS will also include a regional cumulative impact study for the I-26 corridor.

To ensure that the full range of issues related to this proposed action is addressed and all significant issues are identified, comments and suggestions are invited from all interested parties. Comments or questions concerning this proposed action, the EIS and the

cumulative impact study should be directed to the FHWA at the address provided above.

Issued on: June 1, 2006.

**Thomas D. Riggsbee,**

*Area Engineer, Raleigh, North Carolina.*

[FR Doc. 06-5201 Filed 6-5-06; 9:14 am]

**BILLING CODE 4910-22-M**

## DEPARTMENT OF TRANSPORTATION

### Federal Railroad Administration

#### Proposed Agency Information Collection Activities; Comment Request

**AGENCY:** Federal Railroad  
Administration, DOT.

**ACTION:** Notice and request for  
comments.

**SUMMARY:** In compliance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), this notice announces that the Information Collection Requirement (ICR) abstracted below has been forwarded to the Office of Management and Budget (OMB) for review and comment. The ICR describes the nature of the information collection and its expected burden. The **Federal Register** notice with a 60-day comment period soliciting comments on the following collection of information was published on March 31, 2006 (71 FR 16412).

**DATES:** Comments must be submitted on or before July 7, 2006.

**FOR FURTHER INFORMATION CONTACT:** Mr. Robert Brogan, Office of Planning and Evaluation Division, RRS-21, Federal Railroad Administration, 1120 Vermont Ave., NW., Mail Stop 17, Washington, DC 20590 (telephone: (202) 493-6292), or Mr. Victor Angelo, Office of Support Systems, RAD-43, Federal Railroad Administration, 1120 Vermont Ave., NW., Mail Stop 35, Washington, DC 20590 (telephone: (202) 493-6097). (These telephone numbers are not toll-free.)

**SUPPLEMENTARY INFORMATION:** The Paperwork Reduction Act of 1995 (PRA), Pub. L. 104-13, § 2, 109 Stat. 163 (1995) (codified as revised at 44 U.S.C. 3501-3520), and its implementing regulations, 5 CFR Part 1320, require Federal agencies to issue two notices seeking public comment on information collection activities before OMB may approve paperwork packages. 44 U.S.C. 3506, 3507; 5 CFR 1320.5, 1320.8(d)(1), 1320.12. On March 31, 2006, FRA published a 60-day notice in the **Federal Register** soliciting comment on ICRs that the agency was seeking OMB

Memorandum of Agreement

among the

North Carolina  
Department of Transportation

the

U.S. Department of the Interior  
National Park Service

and the

U.S. Department of Transportation  
Federal Highway Administration  
North Carolina and Eastern Federal Lands Highway Divisions

for the

Preliminary Design of the  
Blue Ridge Parkway Bridge over Interstate 26

in

Buncombe County, NC

**PURPOSE**

The purpose of this Memorandum of Agreement (Agreement) is to establish the roles, responsibilities, funding, and procedures by which the North Carolina Department of Transportation (NCDOT); the U.S. Department of the Interior, National Park Service (NPS); the U.S. Department of Transportation, Federal Highway Administration's North Carolina Division (FHWA-NC) and Eastern Federal Lands Highway Division (EFLHD), collectively agreed to as the "Parties", will jointly participate in engineering services to complete preliminary design sufficient to obtain NPS Design Advisory Board approval as well as National Environmental Policy Act (NEPA) documentation and National Historic Preservation Act (NHPA) compliance, hereinafter referred to as the "Work", for replacement of the Blue Ridge Parkway Bridge over Interstate 26 (I-26) (hereinafter called the Project) in Buncombe County, NC, as part of the NCDOT's State Transportation Improvement Program (STIP) project I-4700B.

**AUTHORITIES**

**WHEREAS**, NCGS 136-18(12) authorizes the NCDOT to enter into this Agreement with the federal government and cooperating agencies to provide funding for the Project and associated Work; and,

**WHEREAS**, the NPS is authorized to enter into this Agreement pursuant to authority contained in 16 U.S.C. § 1-3 and 31 U.S.C § 1535; and,

**WHEREAS**, 23 U.S.C. 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and,

**WHEREAS**, the FHWA-NC is the Federal agency with administrative, financial and project implementation, and management oversight of the NCDOT's Federal-aid Highway Program; and,

**WHEREAS**, the NCDOT and NPS have requested that FHWA provide engineering services for the proposed Project; and,

**WHEREAS**, the NCDOT proposes to multi-lane widen I-26 from NC 146, Long Shoals Road, (Exit 37) to I-40 in Buncombe County (8.6 miles) under STIP project I-4700B to reduce congestion along the I-26 corridor. Because of the proximity of the existing interior bents to the existing travel lanes, this widening requires the replacement of the Blue Ridge Parkway Bridge over I-26, near Milepost 36, in Buncombe County, NC; and,

**WHEREAS**, funds for engineering and compliance services will be provided to the EFLHD by the NCDOT for the Work; and,

**WHEREAS** the NCDOT, NPS and FHWA have agreed to pursue the necessary Work to obtain necessary NEPA documentation and compliance, and before the completion of NEPA the parties will meet to determine the final delivery method for construction of the project; and,

**WHEREAS**, although this Agreement is subject to the provisions of the Anti-Deficiency Act (31 U.S.C. §1341(a)(1)), the Parties understand, recognize and agree that the EFLHD is not responsible for any percentage part of the cost of this Work; and,

**WHEREAS**, 23 U.S.C. §104(f)(3) provides that a State may transfer funds apportioned or allocated under Title 23 to the FHWA to finance a project eligible for assistance under such title; and,

**WHEREAS**, 23 U.S.C. 132 allows the State to make a deposit or payment to the EFLHD for work performed under an agreement and seek reimbursement for the federal share of the amounts deposited or paid with Federal-aid highway funds.

**NOW THEREFORE**, the NCDOT, NPS, FHWA-NC, and EFLHD do hereby mutually agree as follows:

**ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)**

A. The NCDOT agrees to:

1. Assign and designate a point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
2. Review any documentation provided by the EFLHD; and,
3. Participate in the general coordination of all field reviews, progress meetings, and other Project development activities and milestones as applicable to this Work; and,
4. Provide survey and mapping to EFLHD required for the Work along the Parkway; and,
5. Amend the previously prepared Natural Resources Technical Report (including field investigations and feature delineations) to encompass the expanded study area for the bridge replacement and required roadway approach work; and,
6. Provide the required funding for the Work; and,
7. Incorporate the needs and requirements of the NPS to ensure acceptance and NPS adoption of the NCDOT/FHWA's environmental document for their I-26 widening project including appropriate NPS NEPA documentation and NPS NEPA decision for actions on NPS lands; and,
8. Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination of the Work; and,
9. Prepare Federal easement survey and/or right-of-way plans and legal descriptions (for both Federal and non-Federal lands, as applicable) for any right-of-way or easement for the NCDOT widening of I-26 across NPS Parkway right-of-way boundary;



B. The NPS agrees to:

1. Act as a cooperating agency for preparation of the NCDOT/FHWA NEPA document for the replacement of the Blue Ridge Parkway Bridge over I-26; and,
2. In accordance with the schedule included in Attachment B, provide applicable NPS information and direction (including but not limited to written text) for inclusion in the NEPA document so the NPS can adopt and utilize the NCDOT/FHWA lead NEPA document for issuing a NPS NEPA decision for those project actions on NPS lands as well as be responsible for guiding the decisions associated with improvements and actions on NPS lands, or where NPS interests are involved; and,
3. Assign and designate a project point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
4. In accordance with the schedule included in Attachment B, perform required archaeological surveys/field investigations along Parkway property within the project study area and upon completion will prepare a Management Summary detailing the results of the investigations. A final report detailing the analysis and findings will be completed by the NPS. NPS will coordinate with NCDOT during this process and supply NCDOT with copies of any summaries, reports, and correspondence to/from the Historic Preservation Office; and
5. Draft and coordinate Section 106, Historic Preservation documentation for NPS, to incorporate requirements of the Historic Preservation Office, for approval of the preferred bridge design immediately after said design is selected; and,
6. Participate in all design field reviews, progress meetings, and other Project development activities and milestones as applicable; and,
7. Approve, in writing, the final design standards for all improvements related to NPS-owned right-of-way; and,
8. Facilitate a Value Analysis (VA) and Choosing by Advantage (CBA) study for the Parkway realignment and final design of the Parkway bridge over I-26, with involvement of all partners and draft a final analysis report for review and approval of NPS, NCDOT and EFLHD; and,
9. Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination for STIP project I-4700B; and,
10. Grant right-of-entry and permits as required to the FHWA, authorized contractors, NCDOT, and other parties as required for the purposes of environmental studies, design, and other Project-related activities;

C. The FHWA-NC agrees to:

1. Be responsible for guiding decisions associated with the Federal-aid Highway Program, or where Federal-aid interests are involved; and,
2. Participate in the project development process as applicable.

D. The EFLHD agrees to:

1. Be the lead agency for and provide for overall coordination of the Work and designate a Project Manager; and,
2. Accept funding from the NCDOT for the Work; and,
3. Coordinate and develop a scope and budget for the Work and obtain NCDOT concurrence; and,
4. Coordinate a schedule to complete the Work with the parties to this Agreement as included in Attachment B, incorporated and made a part of this Agreement as included herein; and,
5. Conduct and assist the NPS and the NCDOT with alternatives development and evaluation for those actions impacting the project design and the use of NPS lands and assist in incorporating applicable recommendations into the NCDOT/FHWA environmental document for the I-4700B STIP project; and,
6. In accordance with the schedule included in Attachment B, conduct necessary geotechnical investigations as part of the Work and supply the investigations to NCDOT for review (including the subsurface inventory report, foundation recommendations with notes, boring plans and boring logs; and,
7. Coordinate and incorporate requirements of NPS, Historic Preservation Office, NCDOT, other applicable federal, state and local agencies, utilities, and interested public and private parties; and,
8. Prepare preliminary 30% bridge replacement design plans (including design assumptions, typical sections, horizontal and vertical alignments, cross sections, slope stakes, and if necessary utility plans for all alternatives), construction schedules, and Estimates and other Project documents sufficient to obtain NPS DAB approval and complete NPS NEPA and NHPA documentation up to and including the Record of Decision; and,
9. Proceed with design (of the preferred alternative) beyond 30% to the maximum extent practical prior to a decision for the final delivery method for construction of the Parkway Bridge; and,

10. Draft a legal right-of-way description, from survey plans provided by NCDOT, for widening and constructing the Parkway Bridge over I-26 (for both Federal and non-Federal lands, as applicable) for any easements or right-of-way between NCDOT and the NPS. The approved document will be filed by all partners; and,
11. In accordance with Attachment A, provide digital design files to the Parties; and,
12. Hold regular meetings with all Parties regarding the status of the Work; and,
13. Allow the Parties to participate in field reviews, onsite inspections, and records reviews and to monitor the Work; and,
14. Provide technical assistance to the NPS as necessary through completion of design of the Parkway bridge in coordination with the NCDOT; and,
15. Maintain records of all actions, contracts and expenditures on the Work in sufficient level of detail to allow identification of the nature of the expenditures made. The FHWA will retain these records for a period of six (6) years after the Project records are closed out to provide complete information in response to an audit of either its own records or of NCDOT's records of the Project; and
16. Promptly initiate design Work close-out and return unexpended funds to all parties as soon as final costs are known.

**ARTICLE II: DISBURSEMENT OF FUNDS**

- A. Upon execution of this Agreement, the NCDOT will reimburse funds based on the EFLHD's estimated costs as included herein.
- B. All costs associated, directly or indirectly, with any and all Work performed under this Agreement including, but not limited to EFL engineering services and NPS NEPA documentation and compliance shall be paid for by the NCDOT.
- C. The estimated costs for the Work (based on the Scope of Work and Schedule described in Attachments A and B) are as follows:

Activity	Estimated Cost
Estimated EFLHD Engineering Services cost:	\$285,000.00
Estimated NPS NEPA documentation/compliance cost:	\$40,000.00
Contingency:	\$25,000.00
<b>Total Estimated Cost:</b>	<b>\$350,000.00</b>

The costs above are estimated only and will be adjusted during the design process to include the actual costs of such services limited to a maximum of \$350,000.00. Any costs above the

maximum amount must be approved in writing by all Parties in a Supplemental Agreement prior to the work being performed.

- D. It is the understanding and agreement of all Parties that the costs associated with this Work will be paid for entirely by NCDOT in accordance with this Agreement. The funds will be provided by NCDOT in accordance with current EFLHD and NCDOT policies. Nothing in this Agreement will prevent NCDOT from seeking reimbursement for applicable costs for this Work from the FHWA-NC in the future. The schedule for this Project is hereto attached, marked as Attachment A and made a part of this Agreement.
- E. Before any expenses are incurred or funds are expended by EFLHD for the Work, EFLHD and NCDOT will enter into a reimbursable agreement. After execution of the reimbursable agreement, EFLHD will obtain authority to expend reimbursable funds for the completion of the Work. EFLHD will submit monthly invoices to NCDOT which include all necessary documentation as agreed to by the parties to reimburse EFLHD for eligible Work expenditures as outlined in this Agreement. Within 30 days of receipt of the monthly invoices, NCDOT will review and, if acceptable, NCDOT will make payment. The EFLHD will not perform the Work until the reimbursable agreement is executed.
- F. The EFLHD and NPS will execute a separate interagency agreement to reimburse the NPS for NEPA documentation and compliance costs. EFLHD will provide NCDOT copies of NPS billing documentation to support such expenditures for the Work.
- G. If the EFLHD or NPS's costs are anticipated to exceed the funds thus made available to the EFLHD in the reimbursable agreement, the EFLHD will request additional funds in time to have the additional funds in place before funds are exhausted in accordance with Article II.C. All Work will cease until additional funds are received by the EFLHD. If costs are less than anticipated for the Work, the reimbursable agreement will be amended during the closeout process.
- H. EFLHD will maintain separate financial records for this Work and will track and monitor all funds provided to it.
- I. Upon completion of the Work or as soon as the financial records for the Work are closed, the EFLHD will initiate closure of the reimbursable agreement with the NCDOT within 60 days.
- J. This Agreement may be terminated by mutual written consent of all parties with 30 days written notice of the termination to the Points of Contact included herein. This Agreement may also be terminated if either the NEPA process or funding availability requires a change and the Parties are not able to agree to the change. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. Any costs incurred by EFLHD and NPS up to the point of termination will be considered allowable and will be paid for by NCDOT. Costs generated after the termination date will not be allowable. All funds remaining after termination will be returned to the appropriate Parties as included in Article II.I.

**ARTICLE III: GENERAL TERMS AND CONDITIONS**

- A. This Agreement contains the entire agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by a Supplemental Agreement in writing signed by all of the Parties.
- B. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.
- C. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the Articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.
- D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- E. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.
- F. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.
- G. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.
- H. All parties to the Agreement will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.
- I. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.
- J. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.

- K. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a party, shall be received and processed by the party having responsibility for the particular injury-causing condition, under the law that governs such party.
- L. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- M. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
- N. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- O. The Parties will abide by the provisions of 18 U.S.C. §1913 (Lobbying with Appropriated Monies).
- P. Contracts entered into by any Federal Agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.
- Q. Nothing in this Agreement shall be construed as in any way impairing the general powers of the parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- R. This Agreement shall be in force and effect and shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of all Parties. This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been approved by the Parties in writing.
- S. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- T. It is the policy of the NCDOT not to enter into any agreements with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Parties confirm that their contractors are not excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any

entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

- U. The Parties agree to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation.
- V. The Parties, and all agents, will ensure that all contractors, sub-contractors, or sub-recipients agree to comply with Title 49 CFR Part 32.400, Drug-Free Workplace requirements and/or Federal Acquisition Regulation (FAR) Subpart 23.5, Drug Free Workplace.
- W. By Executive Order 24 and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation , and the Office of the Governor).

#### ARTICLE IV: KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this project are as follows:

<u>Key Official</u>	<u>Point of Contact</u>
A. For the NCDOT: Mr. Michael L. Holder, PE Chief Engineer North Carolina Department of Transportation Transportation Building 1 S. Wilmington St. Raleigh, NC 27601 Phone: (919) 707-2500 Email: <a href="mailto:mholder@ncdot.gov">mholder@ncdot.gov</a>	Mr. Richard W. Hancock, PE Project Development Unit Head North Carolina Department of Transportation Transportation Building 1548 Mail Service Center Raleigh, NC 27699-1548 Phone: (919) 707-6000 Email: <a href="mailto:rwhancock@ncdot.gov">rwhancock@ncdot.gov</a>
Mr. Rodger Rochelle, PE Administrator of the Technical Services Division North Carolina Department of Transportation Transportation Building 1 S. Wilmington St. Raleigh, NC 27601 Phone: (919) 707-2900 Email: <a href="mailto:rdrochelle@ncdot.gov">rdrochelle@ncdot.gov</a>	

B. For the NPS:

Mr. Mark H. Woods  
Superintendent  
Blue Ridge Parkway  
U.S. Dept. of the Interior  
National Park Service  
199 Hemphill Knob Road  
Asheville, NC 28803  
Phone: (606) 248-1050  
Email: [mark\\_woods@nps.gov](mailto:mark_woods@nps.gov)

Mr. Larry Hultquist  
Project Manager DSC-T  
Blue Ridge Parkway  
U.S. Dept. of the Interior  
National Park Service  
199 Hemphill Knob Road  
Asheville, NC 28803  
Phone: (828) 348-3482  
Email: [larry\\_hultquist@nps.gov](mailto:larry_hultquist@nps.gov)

C. For the FHWA-NC Division:

Mr. John Sullivan, PE  
Division Administrator  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7000  
Email: [John.Sullivan@dot.gov](mailto:John.Sullivan@dot.gov)

Mr. Michael Batuzich  
Environmental Specialist  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7033  
Email: [Michael.Batuzich@dot.gov](mailto:Michael.Batuzich@dot.gov)

D. For the EFLHD:

Ms. Karen Schmidt  
Director, Program Administration  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (703) 404-6276  
Email: [Karen.Schmidt@dot.gov](mailto:Karen.Schmidt@dot.gov)

Ms. Yanina Kirtley, PE, PMP  
Project Manager  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (571) 434-1556  
Email: [Yanina.Kirtley@dot.gov](mailto:Yanina.Kirtley@dot.gov)

## ARTICLE V: FUNDING LIMITATIONS

Nothing in this Agreement shall be interpreted to require obligations or payments in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall terminate if funds cease to be available. The NCDOT will immediately notify all parties in writing if funds cease to be available and the Agreement will terminate in accordance with Article II.J.

## ARTICLE VI: STANDARDS

EFLHD shall complete the Work (design) in accordance with the current applicable American Association of State Highway Transportation Officials (AASHTO), FHWA, Manual of Uniform Traffic Devices Control (MUTCD) and NCDOT standards and guides in cooperation with NCDOT.



**ARTICLE VII: DISPUTE RESOLUTION**

Disputes should be resolved at the lowest level possible. The dispute should be clearly defined in writing and understood by all Parties. Any dispute between the Parties that cannot be resolved by the Project points of contact shall be formally presented in writing to the Chief Engineer of NCDOT, the Superintendent of the Blue Ridge Parkway, and the Division Director for EFLHD for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers.

If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Administrator of the Technical Services Division of the NCDOT, the NPS Regional Director, Southeast Region, and the Administrator of the FHWA.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

**Approved By the Board of  
Transportation:**





Mr. Michael L. Holder, PE  
Chief Engineer

7/22/15  
Date

APRIL 2, 2015  
Date

MOA-DTFH71-15-X-50014 Interstate 26

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
BLUE RIDGE PARKWAY**

Mr. Mark H. Woods  
Superintendent

Date

MOA-DTFH71-15-X-50014 Interstate 26

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
NORTH CAROLINA DIVISION**



7/23/15

Mr. John Sullivan, PE  
Division Administrator

Date

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

*Karen A. Schmidt*

15 JUL 2015

Ms. Karen A. Schmidt  
Director, Program Administration

Date

**ATTACHMENT A**  
**Scope of Work**

The Scope of Work and estimated engineering costs under this Memorandum of Agreement are based on, but not limited to, the following activities:

Project Management – Necessary communication and coordination of various preliminary design activities within the EFL, NPS and NCDOT, and manage schedule and budget (12 man-days).

Alignment Alternatives – The projection of at least three alternative horizontal and vertical alignments that satisfy the purpose and need of the project. Develop typical sections, preliminary earthwork, and prepare construction schedules and engineer's estimates for design alternatives (21 man-days).

Bridges Alternatives – Type size and location drawings for various bridge alternatives including a retrofit/modification of the existing bridge, steel girder bridge alternative, and concrete bridge alternatives based on various alignment alternatives (120 man-days).

Design Visualization – 3D renderings of each alternative alignment and bridge for use as part of Public Meetings, NPS Value Analysis and Design Board approvals (10 man-days).

Geotechnical Analysis – Evaluation of existing geotechnical information, field borings (and appropriate material lab testing) at each abutment/pier location for foundation assessment and preliminary design recommendations (62 man-days).

Environment – Assistance to the NPS to prepare necessary NEPA documentation to meet both NPS and FHWA NEPA requirements. Participation with NPS in necessary activities to complete NEPA compliance; including to fully prepare and analyze NEPA alternatives, and work with NCDOT staff to appropriately coordinate and incorporate NPS documentation into the Draft and Final EIS (77 man-days).

NPS Activities - NPS work necessary to complete the NEPA compliance including coordination with SHPO, Value Analysis (VA) and Choosing by Advantages (CBA) facilitation and documentation, and approval through the NPS Design Advisory Board (\$40,000).

## ATTACHMENT B

## Work Schedule

Activity	Estimated Completion
Develop Draft Alignment/Bridge Alternatives for Draft EIS for submittal to NCDOT	<i>Completed</i>
Submit MOA to NPS Solicitor's Office for review	<i>Completed</i>
Distribute Agreement for Signature	June 2015
Coordinate Funds Transfer between NCDOT and EFL	July 2015
Complete Alignment/Bridge Alternatives for NPS Value Analysis	October 2015
NPS Value Analysis	November 2015
Publish Draft EIS (NCDOT)	November 2015
NPS Design Advisory Board Review	November 2015
Prepare Final EIS Documentation for Submittal to NCDOT	February 2016
Publish Final EIS/ROD (NCDOT)	June 2016
NPS Adoption of Final EIS and NPS ROD	July 2016

**Federal Highway Administration  
Federal Lands Highway  
REIMBURSABLE AGREEMENT - DTFH71-15-X-50030  
(for use with non-federal agencies only)**

**PARTIES TO THE AGREEMENT**

Reimbursing Organization	Organization to be Reimbursed
North Carolina Department of Transportation Transportation Building 1 S. Wilmington St. Raleigh, NC 27601	U.S. Department of Transportation Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle, Sterling, VA, 20166-6511
Obligation Number: 36030.1.FS3 DUNS Number: 788142946 Tax Identification # (TIN): 56-6000967	Appropriation Chargeable: 1515370I26NEPA R31.PE.15G0.37 1537000000

**POINTS OF CONTACT FOR THE AGREEMENT**

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Ms. Angie Asycue Address: 1 South Wilmington Street Raleigh, North Carolina 27601 Phone: (919) 707-4238 E-mail: <a href="mailto:awayscue@ncdot.gov">awayscue@ncdot.gov</a>	Name: Ms. Corine Broadaway, Financial Manager Address: 21400 Ridgetop Circle, Sterling VA, 20166-6511 Phone: 703-404-6220 E-mail: <a href="mailto:corine.broadaway@dot.gov">corine.broadaway@dot.gov</a>
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Mr. Michael L. Holder, PE Address: 1 South Wilmington Street Raleigh, North Carolina 27601 Phone: (919) 707-2500 E-mail: <a href="mailto:mholder@ncdot.gov">mholder@ncdot.gov</a>	Name: Ms. Yanina Kirtley, Project Manager Address: 21400 Ridgetop Circle Sterling VA, 20166-6511 Phone: 571-434-1556 E-mail: <a href="mailto:Yanina.Kirtley@dot.gov">Yanina.Kirtley@dot.gov</a>

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: 06/01/2015 To: 9/30/2016	23 U.S.C. 308(a) and NCGS 136-18(12)
TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
\$350,000.00	EFLHD will prepare and submit detailed invoices to NCDOT which include all necessary documentation as agreed to by the parties.

**DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES**

To include engineering services to complete preliminary design sufficient to obtain NPS Design Advisory Board approval as well as National Environmental Policy Act (NEPA) documentation and National Historic Preservation Act (NHPA) compliance for the replacement of the Blue Ridge Parkway Bridge over Interstate 26 (I-26) in Buncombe County, NC, as part of the NCDOT's State Transportation Improvement Program (STIP) project I-4700B.

The Total Agreement Amount is based on an estimate for work to be performed and will be adjusted during the design process to include the actual costs of such services limited to a maximum of \$350,000.00.

The work is being performed in accordance with Memorandum of Agreement No. DTFH71-15-X-50014.

Agreement Termination: Parties to the agreement shall provide 120 days' notice for cancellation or termination of supplies, services, and/or deliverables described in this agreement.

**AUTHORIZED APPROVALS**

For Reimbursing Organization	For Organization to be Reimbursed
Signature  Date 7/22/15 Title: Chief Engineer, NCDOT	Signature  Date 7/23/15 Title: Director, Program Administration

NCDOT BOT APPROVAL: MAY 7, 2015

Version 1.0, 3/18/2013



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

Eastern Federal Lands  
Highway Division

21400 Ridgetop Circle  
Sterling, VA 20166-6511

**SENT VIA ELECTRONIC CORRESPONDENCE**

**MAY -8 2015** In Reply Refer to: HFPP-15

Mr. Richard W. Hancock, PE  
Project Development Unit Head  
North Carolina Department of Transportation  
Transportation Building  
1548 Mail Service Center  
Raleigh, NC 27699-1548

Subject: Memorandum of Agreement No. DTFH71-15-X-50014 for Preliminary Design of the Blue Ridge Parkway Bridge over Interstate 26

Dear Mr. Hancock:

Enclosed for the Chief Engineer's signature and approval by the Board of Transportation, is the subject Memorandum of Agreement (MOA) DTFH71-15-X-50014 for the Preliminary Design of the Blue Ridge Parkway Bridge over Interstate 26. Please print one copy of page 12, sign and scan a colored copy of the signature page back to Ms. Diana Schaffer, Management and Program Analyst, at [Diana.Schaffer@dot.gov](mailto:Diana.Schaffer@dot.gov), by May 26, 2015.

By separate letter, a copy of this MOA has been sent to the National Park Service, Blue Ridge Parkway, and our North Carolina Division for their signatures.

Once we receive all the signature pages, a fully executed copy will be distributed to all Parties via electronic email. If you have any questions, please contact Mr. Alan Teikari, Highway Design Engineer, at 703-404-6277.

Sincerely yours,

Kurt A. Dowden  
Planning and Programming Manager

Enclosure



cc:

Mr. John Conforti, Project Development Group Supervisor, NCDOT, w/ copy of enclosure  
Mr. Larry Hultquist, Project Manager DSC-T, BLRI, NPS  
Mr. John Sullivan, Division Administrator, FHWA-NC  
Mr. Jimmy Travis, Manager of the Programs Management Office, NCDOT  
Mr. Undrea Major, Project Development Engineer, NCDOT  
Mr. Ricky Tipton, Division Construction Engineer, NCDOT  
Mr. Kevin Moore, Project Engineer, NCDOT  
Mr. Steve Kendall, Project Design Engineer, NCDOT  
Mr. J.J. (Jay) Swain Jr., Division Engineer, NCDOT  
Ms. Kristina Solberg, Senior Planning Engineer, NCDOT  
Ms. Kiersten Bass, Consultant, NCDOT

Memorandum of Agreement

among the

North Carolina  
Department of Transportation

the

U.S. Department of the Interior  
National Park Service

and the

U.S. Department of Transportation  
Federal Highway Administration  
North Carolina and Eastern Federal Lands Highway Divisions

for the

Preliminary Design of the  
Blue Ridge Parkway Bridge over Interstate 26

in

Buncombe County, NC

**PURPOSE**

The purpose of this Memorandum of Agreement (Agreement) is to establish the roles, responsibilities, funding, and procedures by which the North Carolina Department of Transportation (NCDOT); the U.S. Department of the Interior, National Park Service (NPS); the U.S. Department of Transportation, Federal Highway Administration’s North Carolina Division (FHWA-NC) and Eastern Federal Lands Highway Division (EFLHD), collectively agreed to as the “Parties”, will jointly participate in engineering services to complete preliminary design sufficient to obtain NPS Design Advisory Board approval as well as National Environmental Policy Act (NEPA) documentation and National Historic Preservation Act (NHPA) compliance, hereinafter referred to as the “Work”, for replacement of the Blue Ridge Parkway Bridge over Interstate 26 (I-26) (hereinafter called the Project) in Buncombe County, NC, as part of the NCDOT’s State Transportation Improvement Program (STIP) project I-4700B.

**AUTHORITIES**

**WHEREAS**, NCGS 136-18(12) authorizes the NCDOT to enter into this Agreement with the federal government and cooperating agencies to provide funding for the Project and associated Work; and,

**WHEREAS**, the NPS is authorized to enter into this Agreement pursuant to authority contained in 16 U.S.C. § 1-3 and 31 U.S.C § 1535; and,

**WHEREAS**, 23 U.S.C. 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and,

**WHEREAS**, the FHWA-NC is the Federal agency with administrative, financial and project implementation, and management oversight of the NCDOT’s Federal-aid Highway Program; and,

**WHEREAS**, the NCDOT and NPS have requested that FHWA provide engineering services for the proposed Project; and,

**WHEREAS**, the NCDOT proposes to multi-lane widen I-26 from NC 146, Long Shoals Road, (Exit 37) to I-40 in Buncombe County (8.6 miles) under STIP project I-4700B to reduce congestion along the I-26 corridor. Because of the proximity of the existing interior bents to the existing travel lanes, this widening requires the replacement of the Blue Ridge Parkway Bridge over I-26, near Milepost 36, in Buncombe County, NC; and,

**WHEREAS**, funds for engineering and compliance services will be provided to the EFLHD by the NCDOT for the Work; and,

**WHEREAS** the NCDOT, NPS and FHWA have agreed to pursue the necessary Work to obtain necessary NEPA documentation and compliance, and before the completion of NEPA the parties will meet to determine the final delivery method for construction of the project; and,

**WHEREAS**, although this Agreement is subject to the provisions of the Anti-Deficiency Act (31 U.S.C. §1341(a)(1)), the Parties understand, recognize and agree that the EFLHD is not responsible for any percentage part of the cost of this Work; and,

**WHEREAS**, 23 U.S.C. §104(f)(3) provides that a State may transfer funds apportioned or allocated under Title 23 to the FHWA to finance a project eligible for assistance under such title; and,

**WHEREAS**, 23 U.S.C. 132 allows the State to make a deposit or payment to the EFLHD for work performed under an agreement and seek reimbursement for the federal share of the amounts deposited or paid with Federal-aid highway funds.

**NOW THEREFORE**, the NCDOT, NPS, FHWA-NC, and EFLHD do hereby mutually agree as follows:

**ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)**

A. The NCDOT agrees to:

1. Assign and designate a point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
2. Review any documentation provided by the EFLHD; and,
3. Participate in the general coordination of all field reviews, progress meetings, and other Project development activities and milestones as applicable to this Work; and,
4. Provide survey and mapping to EFLHD required for the Work along the Parkway; and,
5. Amend the previously prepared Natural Resources Technical Report (including field investigations and feature delineations) to encompass the expanded study area for the bridge replacement and required roadway approach work; and,
6. Provide the required funding for the Work; and,
7. Incorporate the needs and requirements of the NPS to ensure acceptance and NPS adoption of the NCDOT/FHWA's environmental document for their I-26 widening project including appropriate NPS NEPA documentation and NPS NEPA decision for actions on NPS lands; and,
8. Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination of the Work; and,
9. Prepare Federal easement survey and/or right-of-way plans and legal descriptions (for both Federal and non-Federal lands, as applicable) for any right-of-way or easement for the NCDOT widening of I-26 across NPS Parkway right-of-way boundary;

B. The NPS agrees to:

1. Act as a cooperating agency for preparation of the NCDOT/FHWA NEPA document for the replacement of the Blue Ridge Parkway Bridge over I-26; and,
2. In accordance with the schedule included in Attachment B, provide applicable NPS information and direction (including but not limited to written text) for inclusion in the NEPA document so the NPS can adopt and utilize the NCDOT/FHWA lead NEPA document for issuing a NPS NEPA decision for those project actions on NPS lands as well as be responsible for guiding the decisions associated with improvements and actions on NPS lands, or where NPS interests are involved; and,
3. Assign and designate a project point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
4. In accordance with the schedule included in Attachment B, perform required archaeological surveys/field investigations along Parkway property within the project study area and upon completion will prepare a Management Summary detailing the results of the investigations. A final report detailing the analysis and findings will be completed by the NPS. NPS will coordinate with NCDOT during this process and supply NCDOT with copies of any summaries, reports, and correspondence to/from the Historic Preservation Office; and
5. Draft and coordinate Section 106, Historic Preservation documentation for NPS, to incorporate requirements of the Historic Preservation Office, for approval of the preferred bridge design immediately after said design is selected; and,
6. Participate in all design field reviews, progress meetings, and other Project development activities and milestones as applicable; and,
7. Approve, in writing, the final design standards for all improvements related to NPS-owned right-of-way; and,
8. Facilitate a Value Analysis (VA) and Choosing by Advantage (CBA) study for the Parkway realignment and final design of the Parkway bridge over I-26, with involvement of all partners and draft a final analysis report for review and approval of NPS, NCDOT and EFLHD; and,
9. Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination for STIP project I-4700B; and,
10. Grant right-of-entry and permits as required to the FHWA, authorized contractors, NCDOT, and other parties as required for the purposes of environmental studies, design, and other Project-related activities;

C. The FHWA-NC agrees to:

1. Be responsible for guiding decisions associated with the Federal-aid Highway Program, or where Federal-aid interests are involved; and,
2. Participate in the project development process as applicable.

D. The EFLHD agrees to:

1. Be the lead agency for and provide for overall coordination of the Work and designate a Project Manager; and,
2. Accept funding from the NCDOT for the Work; and,
3. Coordinate and develop a scope and budget for the Work and obtain NCDOT concurrence; and,
4. Coordinate a schedule to complete the Work with the parties to this Agreement as included in Attachment B, incorporated and made a part of this Agreement as included herein; and,
5. Conduct and assist the NPS and the NCDOT with alternatives development and evaluation for those actions impacting the project design and the use of NPS lands and assist in incorporating applicable recommendations into the NCDOT/FHWA environmental document for the I-4700B STIP project; and,
6. In accordance with the schedule included in Attachment B, conduct necessary geotechnical investigations as part of the Work and supply the investigations to NCDOT for review (including the subsurface inventory report, foundation recommendations with notes, boring plans and boring logs; and,
7. Coordinate and incorporate requirements of NPS, Historic Preservation Office, NCDOT, other applicable federal, state and local agencies, utilities, and interested public and private parties; and,
8. Prepare preliminary 30% bridge replacement design plans (including design assumptions, typical sections, horizontal and vertical alignments, cross sections, slope stakes, and if necessary utility plans for all alternatives), construction schedules, and Estimates and other Project documents sufficient to obtain NPS DAB approval and complete NPS NEPA and NHPA documentation up to and including the Record of Decision; and,
9. Proceed with design (of the preferred alternative) beyond 30% to the maximum extent practical prior to a decision for the final delivery method for construction of the Parkway Bridge; and,

10. Draft a legal right-of-way description, from survey plans provided by NCDOT, for widening and constructing the Parkway Bridge over I-26 (for both Federal and non-Federal lands, as applicable) for any easements or right-of-way between NCDOT and the NPS. The approved document will be filed by all partners; and,
11. In accordance with Attachment A, provide digital design files to the Parties; and,
12. Hold regular meetings with all Parties regarding the status of the Work; and,
13. Allow the Parties to participate in field reviews, onsite inspections, and records reviews and to monitor the Work; and,
14. Provide technical assistance to the NPS as necessary through completion of design of the Parkway bridge in coordination with the NCDOT; and,
15. Maintain records of all actions, contracts and expenditures on the Work in sufficient level of detail to allow identification of the nature of the expenditures made. The FHWA will retain these records for a period of six (6) years after the Project records are closed out to provide complete information in response to an audit of either its own records or of NCDOT’s records of the Project; and
16. Promptly initiate design Work close-out and return unexpended funds to all parties as soon as final costs are known.

**ARTICLE II: DISBURSEMENT OF FUNDS**

- A. Upon execution of this Agreement, the NCDOT will reimburse funds based on the EFLHD’s estimated costs as included herein.
- B. All costs associated, directly or indirectly, with any and all Work performed under this Agreement including, but not limited to EFL engineering services and NPS NEPA documentation and compliance shall be paid for by the NCDOT.
- C. The estimated costs for the Work (based on the Scope of Work and Schedule described in Attachments A and B) are as follows:

Activity	Estimated Cost
Estimated EFLHD Engineering Services cost:	\$285,000.00
Estimated NPS NEPA documentation/compliance cost:	\$40,000.00
Contingency:	\$25,000.00
<b>Total Estimated Cost:</b>	<b>\$350,000.00</b>

The costs above are estimated only and will be adjusted during the design process to include the actual costs of such services limited to a maximum of \$350,000.00. Any costs above the

maximum amount must be approved in writing by all Parties in a Supplemental Agreement prior to the work being performed.

- D. It is the understanding and agreement of all Parties that the costs associated with this Work will be paid for entirely by NCDOT in accordance with this Agreement. The funds will be provided by NCDOT in accordance with current EFLHD and NCDOT policies. Nothing in this Agreement will prevent NCDOT from seeking reimbursement for applicable costs for this Work from the FHWA-NC in the future. The schedule for this Project is hereto attached, marked as Attachment A and made a part of this Agreement.
- E. Before any expenses are incurred or funds are expended by EFLHD for the Work, EFLHD and NCDOT will enter into a reimbursable agreement. After execution of the reimbursable agreement, EFLHD will obtain authority to expend reimbursable funds for the completion of the Work. EFLHD will submit monthly invoices to NCDOT which include all necessary documentation as agreed to by the parties to reimburse EFLHD for eligible Work expenditures as outlined in this Agreement. Within 30 days of receipt of the monthly invoices, NCDOT will review and, if acceptable, NCDOT will make payment. The EFLHD will not perform the Work until the reimbursable agreement is executed.
- F. The EFLHD and NPS will execute a separate interagency agreement to reimburse the NPS for NEPA documentation and compliance costs. EFLHD will provide NCDOT copies of NPS billing documentation to support such expenditures for the Work.
- G. If the EFLHD or NPS's costs are anticipated to exceed the funds thus made available to the EFLHD in the reimbursable agreement, the EFLHD will request additional funds in time to have the additional funds in place before funds are exhausted in accordance with Article II.C. All Work will cease until additional funds are received by the EFLHD. If costs are less than anticipated for the Work, the reimbursable agreement will be amended during the closeout process.
- H. EFLHD will maintain separate financial records for this Work and will track and monitor all funds provided to it.
- I. Upon completion of the Work or as soon as the financial records for the Work are closed, the EFLHD will initiate closure of the reimbursable agreement with the NCDOT within 60 days.
- J. This Agreement may be terminated by mutual written consent of all parties with 30 days written notice of the termination to the Points of Contact included herein. This Agreement may also be terminated if either the NEPA process or funding availability requires a change and the Parties are not able to agree to the change. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. Any costs incurred by EFLHD and NPS up to the point of termination will be considered allowable and will be paid for by NCDOT. Costs generated after the termination date will not be allowable. All funds remaining after termination will be returned to the appropriate Parties as included in Article II.I.



### **ARTICLE III: GENERAL TERMS AND CONDITIONS**

- A. This Agreement contains the entire agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by a Supplemental Agreement in writing signed by all of the Parties.
- B. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.
- C. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the Articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.
- D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- E. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.
- F. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.
- G. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.
- H. All parties to the Agreement will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.
- I. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.
- J. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.

- K. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a party, shall be received and processed by the party having responsibility for the particular injury-causing condition, under the law that governs such party.
- L. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- M. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
- N. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- O. The Parties will abide by the provisions of 18 U.S.C. §1913 (Lobbying with Appropriated Monies).
- P. Contracts entered into by any Federal Agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.
- Q. Nothing in this Agreement shall be construed as in any way impairing the general powers of the parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- R. This Agreement shall be in force and effect and shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of all Parties. This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been approved by the Parties in writing.
- S. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- T. It is the policy of the NCDOT not to enter into any agreements with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Parties certify that neither they nor their agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this

transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

- U. The Parties agree to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation.
- V. The Parties, and all agents, including all contractors, sub-contractors, or sub-recipients agree to comply with Title 49 CFR Part 32.400, Drug-Free Workplace requirements.
- W. By Executive Order 24 and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation , and the Office of the Governor).

**ARTICLE IV: KEY OFFICIALS AND CONTACTS**

Designated points of contact for the coordination of this project are as follows:

**Key Official**

**Point of Contact**

A. For the NCDOT:

Mr. Michael L. Holder, PE  
Chief Engineer  
North Carolina  
Department of Transportation  
Transportation Building  
1 S. Wilmington St.  
Raleigh, NC 27601  
Phone: (919) 707-2500  
Email: [mholder@ncdot.gov](mailto:mholder@ncdot.gov)

Mr. Richard W. Hancock, PE  
Project Development Unit Head  
North Carolina  
Department of Transportation  
Transportation Building  
1548 Mail Service Center  
Raleigh, NC 27699-1548  
Phone: (919) 707-6000  
Email: [rwhancock@ncdot.gov](mailto:rwhancock@ncdot.gov)

Mr. Rodger Rochelle, PE  
Administrator of the Technical Services Division  
North Carolina  
Department of Transportation  
Transportation Building  
1 S. Wilmington St.  
Raleigh, NC 27601  
Phone: (919) 707-2900  
Email: [rdrochelle@ncdot.gov](mailto:rdrochelle@ncdot.gov)

B. For the NPS:

Mr. Mark H. Woods  
Superintendent  
Blue Ridge Parkway  
U.S. Dept. of the Interior  
National Park Service  
199 Hemphill Knob Road  
Asheville, NC 28803  
Phone: (606) 248-1050  
Email: [mark\\_woods@nps.gov](mailto:mark_woods@nps.gov)

Mr. Larry Hultquist  
Project Manager DSC-T  
Blue Ridge Parkway  
U.S. Dept. of the Interior  
National Park Service  
199 Hemphill Knob Road  
Asheville, NC 28803  
Phone: (828) 348-3482  
Email: [larry\\_hultquist@nps.gov](mailto:larry_hultquist@nps.gov)

C. For the FHWA-NC Division:

Mr. John Sullivan, PE  
Division Administrator  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7000  
Email: [John.Sullivan@dot.gov](mailto:John.Sullivan@dot.gov)

Mr. Michael Batuzich  
Environmental Specialist  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7033  
Email: [Michael.Batuzich@dot.gov](mailto:Michael.Batuzich@dot.gov)

D. For the EFLHD:

Ms. Karen Schmidt  
Director, Program Administration  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (703) 404-6276  
Email: [Karen.Schmidt@dot.gov](mailto:Karen.Schmidt@dot.gov)

Ms. Yanina Kirtley, PE, PMP  
Project Manager  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (571) 434-1556  
Email: [Yanina.Kirtley@dot.gov](mailto:Yanina.Kirtley@dot.gov)

## ARTICLE V: FUNDING LIMITATIONS

Nothing in this Agreement shall be interpreted to require obligations or payments in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall terminate if funds cease to be available. The NCDOT will immediately notify all parties in writing if funds cease to be available and the Agreement will terminate in accordance with Article II.J.

## ARTICLE VI: STANDARDS

EFLHD shall complete the Work (design) in accordance with the current applicable American Association of State Highway Transportation Officials (AASHTO), FHWA, Manual of Uniform Traffic Devices Control (MUTCD) and NCDOT standards and guides in cooperation with NCDOT.

**ARTICLE VII: DISPUTE RESOLUTION**

Disputes should be resolved at the lowest level possible. The dispute should be clearly defined in writing and understood by all Parties. Any dispute between the Parties that cannot be resolved by the Project points of contact shall be formally presented in writing to the Chief Engineer of NCDOT, the Superintendent of the Blue Ridge Parkway, and the Division Director for EFLHD for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers.

If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Administrator of the Technical Services Division of the NCDOT, the NPS Regional Director, Southeast Region, and the Administrator of the FHWA.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

**Approved By the Board of  
Transportation:**



Mr. Michael L. Holder, PE  
Chief Engineer



4/22/15  
Date

APRIL 2, 2015

Date

MOA-DTFH71-15-X-50014 Interstate 26

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
BLUE RIDGE PARKWAY**

Mr. Mark H. Woods  
Superintendent

Date

MOA-DTFH71-15-X-50014 Interstate 26

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
NORTH CAROLINA DIVISION**



7/23/15

Mr. John Sullivan, PE  
Division Administrator

Date

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

*Karen A. Schmidt* 15 JUL 2015

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Ms. Karen A. Schmidt                      Date  
Director, Program Administration



**ATTACHMENT A**  
**Scope of Work**

The Scope of Work and estimated engineering costs under this Memorandum of Agreement are based on, but not limited to, the following activities:

Project Management – Necessary communication and coordination of various preliminary design activities within the EFL, NPS and NCDOT, and manage schedule and budget (12 man-days).

Alignment Alternatives – The projection of at least three alternative horizontal and vertical alignments that satisfy the purpose and need of the project. Develop typical sections, preliminary earthwork, and prepare construction schedules and engineer’s estimates for design alternatives (21 man-days).

Bridges Alternatives – Type size and location drawings for various bridge alternatives including a retrofit/modification of the existing bridge, steel girder bridge alternative, and concrete bridge alternatives based on various alignment alternatives (120 man-days).

Design Visualization – 3D renderings of each alternative alignment and bridge for use as part of Public Meetings, NPS Value Analysis and Design Board approvals (10 man-days).

Geotechnical Analysis – Evaluation of existing geotechnical information, field borings (and appropriate material lab testing) at each abutment/pier location for foundation assessment and preliminary design recommendations (62 man-days).

Environment – Assistance to the NPS to prepare necessary NEPA documentation to meet both NPS and FHWA NEPA requirements. Participation with NPS in necessary activities to complete NEPA compliance; including to fully prepare and analyze NEPA alternatives, and work with NCDOT staff to appropriately coordinate and incorporate NPS documentation into the Draft and Final EIS (77 man-days).

NPS Activities - NPS work necessary to complete the NEPA compliance including coordination with SHPO, Value Analysis (VA) and Choosing by Advantages (CBA) facilitation and documentation, and approval through the NPS Design Advisory Board (\$40,000).

**ATTACHMENT B****Work Schedule**

Activity	Estimated Completion
Distribute Agreement for Signature	May 2015
Coordinate Funds Transfer between NCDOT and EFL	May 2015
Develop Draft Alignment/Bridge Alternatives for Draft EIS for submittal to NCDOT	May 2015
Publish Draft EIS (NCDOT)	June 2015
Complete Alignment/Bridge Alternatives for NPS Value Analysis	August 2015
NPS Value Analysis	September 2015
NPS Design Advisory Board Review	October 2015
Prepare Final EIS Documentation for Submittal to NCDOT	January 2016
Publish Final EIS/ROD (NCDOT)	April 2016
NPS Adoption of Final EIS and NPS ROD	May 2016



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

Eastern Federal Lands  
Highway Division

21400 Ridgetop Circle  
Sterling, VA 20166-6511

**SENT VIA ELECTRONIC CORRESPONDENCE**

**FEB 11 2013**

In Reply Refer To: HFHD-15

Mr. Dre Major  
Project Development Engineer  
NCDOT- Project Development and Environmental Analysis  
1548 Mail Service Center  
Raleigh, NC 27699

Subject: Proposed Widening and Improvement of I-26 in Henderson and Buncombe Counties  
State Transportation Improvement Program (STIP) Project No. 1-440011-4700

Dear Mr. Major:

On January 31, 2013, Eastern Federal Lands Highway Division's (EFLHD) bridge engineers attended the North Carolina Department of Transportation's (NCDOT) informational workshop on the subject project. Our understanding of the project is that the NCDOT will widen a 22.2 mile section of the existing four-lane Interstate 26 to six or eight lanes from U.S. Route 25 in Henderson County to Interstate 40 in Buncombe County, and that this project will include replacing the existing Blue Ridge Parkway bridge over the interstate. At the request of the National Park Service (NPS), the EFLHD would like to participate in this project by providing an in-house design for the Blue Ridge Parkway bridge over the interstate.

We have several questions regarding the project, specifically as it concerns the Blue Ridge Parkway bridge. We would appreciate your responses to the following:

- Are there any conceptual designs for the project?
- When will the design for the bridge begin?
- Is there a conceptual typical section for future Interstate 26?
- Do you envision retaining walls in the vicinity of the bridge?
- What will the "horizontal clear zone" be under the bridge?
- What type of structure is being planned for the bridge?
- Will the proposed bridge be on a new alignment in order to keep the existing bridge open to traffic during construction?
- Will there be any special aesthetic considerations for the new bridge?

Please be aware that if the NCDOT concurs with the NPS's request for the EFLHD to design and construct the bridge, then it will be necessary to provide funding to the EFLHD through a Memorandum of Agreement and/or a Federal-Aid funding transfer. We will contact you in the near future to schedule a meeting with your agency to discuss this project and our potential involvement. Please contact me at 571-434-1556 if you have any questions.

Sincerely yours,



Yanina Kirtley, P.E.  
Project Manager

cc:

Mr. Kent Cochran, Transportation Program Manager, NPS-SERO, Atlanta, GA  
Mr. Larry Hultquist, Project Manager, DSC, NPS, Asheville, NC  
Mr. Andy Otten, Landscape Architect, DSC, NPS, Asheville, NC  
Mr. Phil Francis, Superintendent, BLRI, NPS, Asheville, NC  
Mr. Michael Molling, Chief of Maintenance, BLRI, NPS, Asheville, NC  
Mr. John F. Sullivan III, Division Administrator, FHWA (HDA-NC), Raleigh, NC



IN REPLY REFER TO:

# United States Department of the Interior

National Park Service  
Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville, North Carolina 28803



D30(BLRI)

December 4, 2013

Ms. Jennifer Harris, PE  
Western Region Project Development Section Head  
1548 Mail Service Center  
Raleigh NC, 27699-1548  
[Jhharris@ncdot.gov](mailto:Jhharris@ncdot.gov)

**Subject:** Blue Ridge Parkway Bridge over Interstate 26.

**Reference:** Design Criteria, and Environmental documentation for Blue Ridge Parkway bridge over I26, provided by the Parkway to Eastern Federal Lands Highway Division Office (EFLHD), Bridge Engineering Division and to NCDOT. This design criterion is applicable to the Environmental Impact Statement (EIS), or EA by NCDOT and the National Park Service (NPS).

Dear Ms. Jennifer Harris:

We highly appreciate the opportunity to meet NCDOT officials with responsibility for the subject project during our recent meeting on October 29, 2013. We are grateful for the opportunity to discuss the environmental compliance issues and the design of the Blue Ridge Parkway bridge over Interstate 26. We have reviewed and do approve of the summary for the meeting minutes provided to us by NCDOT. We agree the meeting minutes adequately and concisely summarize our discussions in this meeting. We look forward to continuing with the next steps and action items necessary to complete the NEPA environmental documentation for this project. As was agreed in this meeting, the Blue Ridge Parkway (BLRI) will patiently wait for notice from NCDOT of pending funding approvals for the widening of I-26, which is expected in February or March of 2014. We understand that a follow up meeting to discuss proceeding with the NEPA compliance documentation for replacement of the I-26 bridge would best occur once notice of funding approval has been released. Blue Ridge Parkway offers our point of view of the pending MOU between EFLHD, NCDOT, and BLRI. We would like to express in this letter our position of preference for NEPA documentation requirements. As agreed, we have finalized BLRI talking points for design criteria for the Blue Ridge Parkway bridge over I-26, as follows below, for your consideration.

## **DESIGN CRITERIA, MOU, AND SCOPE OF WORK, FOR THE PARKWAY BRIDGE OVER INTERSTATE 26**

**Discussions for Memorandum of Understanding between NCDOT, EFLHD, and NPS:** Blue Ridge Parkway (BLRI) has requested that a Memorandum of Understanding (MOU) be written and approved between NCDOT, EFLHD, and BLRI for the design and construction of the new parkway bridge over I26. With this MOU, NCDOT would agree to fund EFLHD for the design and construction management of this new parkway bridge. When completed, it is understood the bridge will become the property and maintenance responsibility of the Blue Ridge Parkway. EFLHD and NCDOT solicitors will review and resolve the requirement of PE seals on all bridge design documents. This project is a niche project for EFLHD, and EFLHD has completed many projects between State



and Federal agency partners, in particular with the NCDOT (BLRI Parkway Bridge over US 421). EFLHD has past experience and internal resource capability in both highway and bridge design to deliver this type of construction project with the constraints identified by both partners including top-down construction, no disruption to I-26, no parkway closure, and the special needs of the NPS. Separating this project for design and construction from the overall I-26 widening project is highly desirable and advantageous. If no right-of-way is likely needed, this project can be constructed well in advance of future I-26 construction and can avoid future construction coordination issues. I-26 could be completed without further interruption or coordination with the NPS. State laws that (a) exempt Federal employees from stamping plans and (b) prohibit the DOT from advertising projects without a PE stamp need to be resolved by higher level officials within the State. Since the Parkway bridge is a federally-owned bridge, lies entirely within federal land, and the NCDOT is neither required to inspect nor maintain the bridge, then there would seem no logical reason to require the new bridge plans to be either stamped or constructed by the NCDOT. The cost to replace the bridge is the responsibility of the State because of their project to widen I-26. The 47-year old bridge is in good condition, and the NPS has no other reason to replace the bridge for many years to come.

**EIS/EA Documentaion, Background and Future Planning:** The NCDOT is beginning an EIS for the project and held a public scoping meeting in January 2013. The project is proposed to be let in 2020, with design complete in 2018 for R/W acquisition. Both the NPS and NCDOT have agreed that the I-26 EIS will be sufficient and a separate NPS environmental document will not be necessary. However, in the October 29, 2013 meeting between EFLHD, NCDOT, and BLRI a separate NPS, EA will be further discussed as a documentation option for NEPA compliance. The EIS, or EA must provide at least three feasible alternative proposals for replacing the bridge that can be addressed in the NCDOT, EIS, and evaluated by an NPS value analysis and choosing-by-advantage technique. Blue Ridge Parkway has shared a PowerPoint presentation with NCDOT that advises about the VA-CBA process and technique. Preferred design must be submitted to the National Park Service, Development Advisory Board (DAB). The NCDOT EIS, or a separate NPS, Environmental Assessment (EA), will address documentation for advantages and potential cumulative environmental impacts of all alternatives including the preferred alternative during the public review process. To expedite the NEPA compliance documentation for the I26, bridge, Blue Ridge Parkway believes it prudent and efficient to complete that documentation in a separate NPS, Environmental Impact statement. However, we are aware of the political issues surrounding the widening of I26 and thus the replacement of the Blue Ridge Parkway bridge over I26. Therefore, we will concur with NCDOT on the ideal compliance documentation procedure and methodology that might be recommended.

### **Talking Points for Design Criteria for the Parkway Bridge over Interstate 26**

- 1) **Significance of the existing Parkway Bridge over I26:** The existing bridge is listed as a contributing resource to the historic landscape of Blue Ridge Parkway. The Blue Ridge Parkway has been nominated as a National Historic Landscape and must be managed as such. The new bridge must be designed and constructed to NPS road and bridge standards and the design must reflect historic use of materials, aesthetic values, public health and safety, constructability, ease for emergency services, preservation of natural and cultural resources and other issues that could be reflected in the NPS value analysis and choosing-by-advantage analysis studies. Blue Ridge Parkway needs to consider historic use of materials such as granite parapet and granite approach guardrails to this bridge. One design alternative might include concrete support columns that are faced with granite stone. To preserve aesthetic resources Blue Ridge Parkway will require screened views to I26 from the Parkway with revegetation of the new parkway alignment and along the I26 corridor to within ½ mile either north or south of the new bridge. A bridge railing or granite stone parapet that screens views from the Parkway to I26 is recommended.
- 2) **Retrofit of the Existing Parkway Bridge Over I26:** Because the steel girders of the existing bridge are approaching the end of its serviceable life cycle, Blue Ridge Parkway requires that the existing

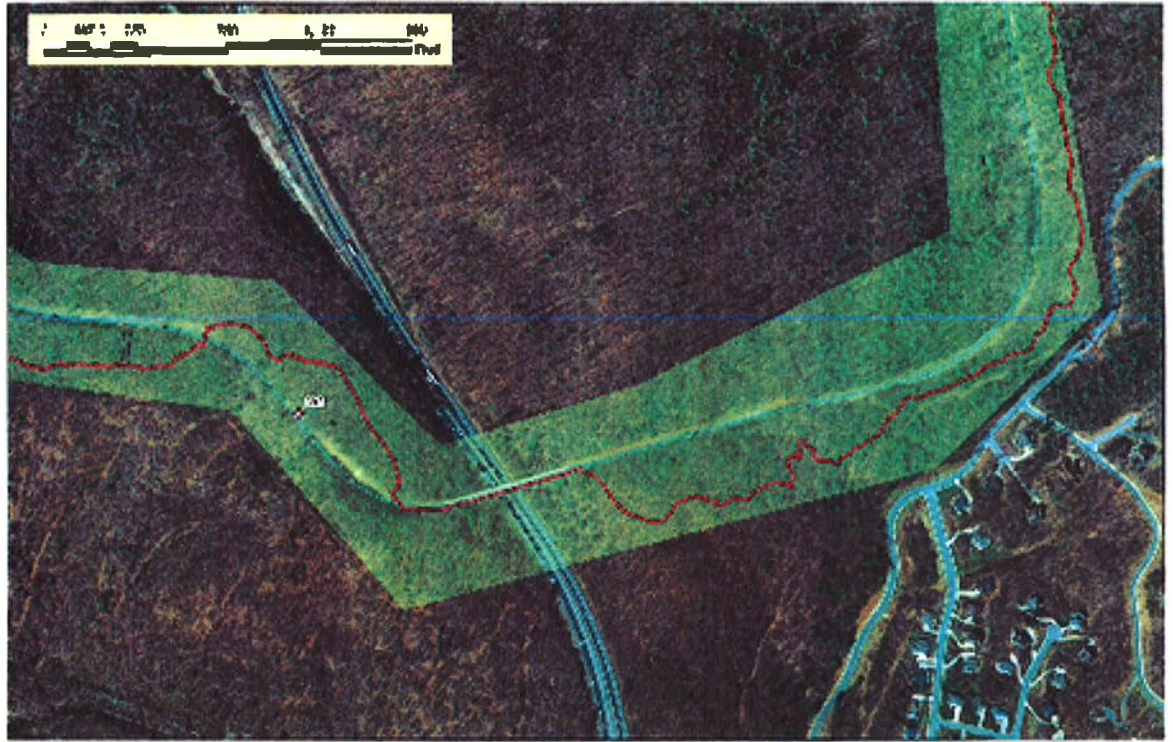
bridge be removed to construct an entirely new bridge. Retrofit of the existing bridge with an arch or other engineered solution to enable the existing bridge to span the planned widening of I26 shall not be approved by Blue Ridge Parkway.

- 3) **Bridge Design Criteria:** The new bridge must be designed to span a minimal six lane highway with a safety median, but preferably should be designed to span 8 lanes with a safety median included. The preliminary construction estimate for the new Parkway bridge is \$15-20 million, but various bridge and roadway alignment alternatives must be evaluated. NCDOT, with agreement of Blue Ridge Parkway, has suggested an iconic structure (such as an arch) serving as a gateway into Asheville. EFLHD has looked at various alternatives and is considering a segmental variable depth box girder bridge structure (with no arch) which is less costly and is aesthetically desirable. Imprinting the title "Blue Ridge Parkway" into the concrete side of the bridge has been discussed as a potential design feature to give the bridge a signature identity. The bridge must be designed for 100 year life span with low maintenance and inspection requirements and low life cycle costs. The bridge must meet the NPS standard for load and carrying capacity on Blue Ridge Parkway.
- 4) **ROW Alignment of the New Bridge:** Final alignment of the bridge must remain within the Blue Ridge Parkway existing bridge right of way (ROW), which is approximately a total width of 700 feet from centerline of parkway. Land exchanges on either side of the new bridge alignment cannot be approved.
- 5) **Parkway Realignment for the New Bridge:** The new bridge can be positioned either north or south of the existing bridge, so that visitor traffic can continue along the existing bridge until construction of the new bridge and parkway mainline realignment construction is complete. The new bridge can be designed with a curved alignment to achieve a safe new alignment of the parkway with minimal impact to natural resources. Provide at least two alternative parkway mainline road realignments for review by Blue Ridge Parkway and the Denver Service Center. Parkway realignment proposals and the preferred alternative shall be included in NCDOT, VA/CBA analysis, EIS, and in Development Advisory Board documentation.
- 6) **EFLHD Bridge Design:** shall provide horizontal and vertical alignment for the parkway realignment. Realignment drawings will include layout, grading, construction limitations for tree clearing, drainage, erosion control, detail construction and construction specifications, estimates and any other pertinent contract drawings required to complete the construction of the bridge to meet industry standards. Grading of the new parkway realignment must include grade rounding as it typical along the parkway and a planting plan to revegetate the existing alignment as well as the old parkway alignment to be abandoned. Vertical realignment of the parkway should remain as-close to the existing alignment as possible (within six inches, along the entire route). Superelevation grading of the new curved alignment either of the roadway and/or bridge will be required and approved.
- 7) **Lessen Impact to Parkway Commuter Traffic:** This section of parkway is within an established commuter zone requiring that any detour of traffic shall be permitted only on a short term basis not to exceed 2 months. This detour could only be implemented from November 1, to April 15 of any two successive years. The understood detour shall be from SR 25, to Interstate 40, back to the Parkway at route 191, and this detour shall be signed for both north and south bound traffic.
- 8) **Lessen Impact of Bridge Construction on I26 Construction:** Top down construction of the bridge is required because the bridge must be constructed so as not to interrupt traffic flow along Interstate 26 at any time. Traffic along Blue Ridge Parkway can only be interrupted on a short-term (maximum two month duration), under the signed detour outlined above. It is required that demolition of the

existing bridge be coordinated with NCDOT and BLIR, with a best practices plan to accomplish demolish safely for all stakeholders and with uninterrupted traffic flow along I26.

- 9) **Lessen Suicide Attempts:** The existing bridge has a history of suicides so it will be a requirement to provide a minimal of three railing designs that deter suicide attempts. The bridge railing must meet requirements for AASHTO crash worthy designation. Blue Ridge Parkway would like to consider historic use of granite stone masonry on the parkway for the approach guardwalls and possibly parapet wall construction of the bridge.
  
- 10) **The Mountains to Sea Trail (MST) Planning:** is aligned to pass directly over the existing bridge. The walk connection to the trail does not need to meet ADAAG code requirements as the Mountains-to-Sea trail is not a designated accessible trail system. The walk will not be multiuse and need not be designed for bicycling access. Requirements for an AASHTO safety railing between the motor road and the walking surface can be waived by historic design precedence of the Blue Ridge Parkway and NPS standards. When the new bridge is constructed it will likely have to be curved with the inside of the curve on parkway right (PKR) as we believe the ideal alignment shall be to place the new bridge on the (Hendersonville) side of the existing bridge thus lengthening the sharp curve radii along the parkway on the Cherokee side of the bridge. MST trail approaches the bridge on the (Cherokee) side from PKR. We would not want MST hikers to cross the parkway on the Cherokee side because that side has the least sight distance to oncoming cars. Hikers could cross the bridge on PKR along the sidewalk on the inside of the curve (Asheville side of bridge). We believe that we can then align the MST trail to cross under the bridge on PKR to PKL, where the MST trail continues. We believe this could be done rather than have hikers cross traffic. We would plan to have just a curb separation between walk and parkway motor road unless FHWA requires a rail between walk and driving surface as they have done at Natchez Trace Parkway. See MST trail alignment in the following photo.





**11) Parking Provision Planning for MST:** Blue Ridge Parkway is planning to place parking/ overlook at the south and/or north end of the bridge where construction staging and abandonment of the existing bridge will occur. This will serve as a trail head for the MST in this area. Bridge designers should take this into consideration when designing the horizontal curves. The design capacity for these parking areas shall be analyzed by Blue Ridge Parkway, but at this time we expect it to be for approximately 30 vehicles

**Contact Information**

Mr. Mark Woods, Superintendent of Blue Ridge Parkway  
Telephone: (828) 348-3405  
email: [mark\\_woods@nps.gov](mailto:mark_woods@nps.gov)

Mr. Michael Molling, Chief of Maintenance, Blue Ridge Parkway  
Project Leader for Blue Ridge Parkway  
Telephone (828) 348-3445

Mrs. Suzette Molling, Environmental Protection Specialist, Blue Ridge Parkway  
Lead for Environmental Compliance  
Telephone (828) 348-3432

Mr. Larry Hultquist, Project Manager DSC-T, for Blue Ridge Parkway  
Project Coordinator  
Telephone Office (828) 348-3482, Cell (828) 779-0195

Respectfully,



Mark Woods  
Superintendent, Blue Ridge Parkway

cc: David J. Anderson, Steven Kidd, Bambi Teague, Steven Stinnett, Mike Molling, Suzette Molling, Dennis Atkins, Monika Mayr, Michael Ryan



United States Department of the Interior  
NATIONAL PARK SERVICE



Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville, North Carolina  
28803

**From:** Mark Woods, Superintendent, Blue Ridge Parkway  
**To:** Undrea J. Majors, NCDOT  
**Date:** 2/27/2014

**Subject:** NCDOT, Project number I-4400/I-4700

**Reference:** Invitation to Blue Ridge Parkway for signatory member for the subject project.


Dear Mr. Undrea Majors;

This letter is in reference to your recent correspondence with Mr. Larry Hultquist, Park POC for the subject project, NCDOT, I-4400/I-4700. As I understand it, NCDOT is requesting whether or not the Parkway would wish to have a signatory member on their board for this project. As I understand it, a signatory member would be expected to participate in many meetings and be cosignatory on important correspondence relative to the entire reroute of the I26 corridor, including NEPA-EIS documentation, land exchanges, planning, design, and so on. With this letter, we are officially stating that it will not be necessary for a Blue Ridge Parkway official to serve as a signatory member for the subject projects. The entire NCDOT, Project I-4400/I-4700 is beyond the scope of involvement that we believe is necessary for Blue Ridge Parkway.

Mr. Majors, you have assured us that we would not be required to have a signatory member for the NCDOT I-4400/I-4700 project, to be completely involved with the NEPA documentation, planning, design, or land exchange issues within a 1-mile corridor for the replacement of the Parkway Bridge over I26. It is understood that I or an agreed-upon representative, Deputy Superintendent, Monika Mayr, would sign any official documentation originating from the Parkway or through NCDOT that is relative to the replacement of the I26 bridge within a 1-mile corridor of this bridge along the proposed route of I26, or any correspondence that may be relative to the Blue Parkway proposed reroute. This documentation might include, but is not limited to, NEPA compliance, traffic control issues, Parkway reroute, planning or design of the bridge replacement within the agreed-upon 1-mile corridor. As agreed, Larry Hultquist, DSC Project Manager, will continue to be our Point-of-Contact (POC) for the subject project and will keep us informed of important milestones or issues relative to the I26 bridge replacement.

We appreciate the invitation from NCDOT, for Blue Ridge Parkway to provide a signatory member for the NCDOT, I-4400/I-4700, I26 reroute project, but respectfully decline that honor as not being necessary for Parkway needs or requirements at this time.

Sincerely;

A handwritten signature in black ink, appearing to read "Mark Woods". The signature is stylized and cursive.

Mark Woods  
Superintendent, Blue Ridge Parkway

CC: Larry Hultquist, POC, Monika Mayr, Deputy Superintendent



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

July 22, 2014

Mr. Mark Woods  
Superintendent, Blue Ridge Parkway  
United States Department of the Interior  
National Park Service  
199 Hemphill Knob Road  
Asheville, NC 28803

**Subject: Blue Ridge Parkway Bridge over I-26, Design Criteria and Environmental Documentation**

Dear Mr. Woods:

The following information is in response to your letter, dated December 4, 2013 regarding the Blue Ridge Parkway bridge over I-26 and the referenced design criteria and environmental documentation. NCDOT has reviewed the talking points for the design criteria and has the following response.

**Significance of the existing Parkway Bridge over I-26.** NCDOT acknowledges the unique character, landscape, and history of the Blue Ridge Parkway. Although the bridge is listed as a contributing resource to the historic landscape, the bridge construction and material type is typical to bridges across the state and unique only in its height above I-26. NCDOT shares the NPS values of public health and safety, constructability, and preservation of natural and cultural resources. Re-vegetation along the new Parkway alignment to shield the approaches to the bridge from views of I-26 is something that can be explored. Vegetation of the I-26 corridor itself is not likely due to the hazards it could introduce. However, bridge railing to accommodate for a bicycle safe height may adequately screen views from the Parkway to I-26. Material types can be investigated as the planning process continues.

**Retrofit of the Existing Parkway Bridge over I-26.** Within the "Discussion for Memorandum of Understanding between NCDOT, EFLHD, and NPS", the NPS letter indicates that the existing bridge is 47-years old, in good condition, and the NPS has no other reason to replace the bridge for many years to come. However, this section says that the bridge is approaching the end of its serviceable life cycle due to the condition of the steel girders. The latest bridge inspection report, which was not prepared by NCDOT, indicates a sufficiency rating of 22 out of 100 and that it is functionally obsolete. This is in agreement with NPS's latter statement that the bridge is near the end of its serviceable life and in need of replacement regardless of the I-26 widening project. NPS may be financially obligated for a pro-rated portion of the replacement cost. State maintained bridges are usually listed on the NCDOT Bridge Program for replacement or rehabilitation when the sufficiency rating falls below 50 out of 100. Also, it should be noted that retrofit of the existing bridge may need to be investigated if it is a viable alternative.

**Bridge Design Criteria.** NCDOT agrees that the new bridge must be designed for the future. The proposed design should accommodate at least 8 lanes, a median, and shoulders on I-26. We agree that various bridge and roadway alignments alternatives must be evaluated. We also agree that the bridge should be designed with low maintenance and inspection requirements and life cycle costs. NCDOT utilizes the AASHTO LRFD Bridge Design Specifications which are calibrated for a 75-year design life. This design life is acceptable to FHWA for all bridges on the National Highway System. Additional measures to increase the design life should be the responsibility of BLRI.

**MAILING ADDRESS:**  
NC DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT AND ENVIRONMENTAL ANALYSIS  
1548 MAIL SERVICE CENTER  
RALEIGH NC 27699-1548

TELEPHONE: 919-707-6000  
FAX: 919-250-4224  
WEBSITE: [www.NCDOT.GOV](http://www.NCDOT.GOV)

**LOCATION:**  
CENTURY CENTER, BUILDING A  
1000 BIRCH DRIVE  
RALEIGH NC 27610

In the October 29, 2013 meeting minutes, it was noted that a “signature bridge” was not being pursued. Terry Gibson noted that the NCDOT was embarking on making bridges more aesthetically pleasing, but funds were limited and there would be a threshold to the amount of funds that could be expended for aesthetics. Even so, NCDOT will investigate alternatives with NPS, the State Historic Preservation Office, and FHWA in the planning process so that Section 4(f), Section 6(f), and Section 106 requirements can be satisfied. NCDOT will finance an “in-kind bridge” which satisfies these requirements. Any other enhancements beyond those that satisfy the requirements will have to be negotiated between NCDOT and NPS, and NPS will be asked to pay for the cost of those enhancements. Imprinting of “Blue Ridge Parkway” into the concrete side of the bridge may not be readable due to the height of the bridge, but can be investigated.

**ROW Alignment of the New Bridge.** The final alignment of the bridge should be able to remain within the Blue Ridge Parkway existing right of way.

**Parkway Realignment for the New Bridge.** Alternative alignments for the new bridge can be studied both north and south of the existing bridge and reviewed by the appropriate entities. A realignment of the Parkway will provide for the least amount of disturbance to visitor traffic.

**EFLHD Bridge Design.** NCDOT welcomes NPS input from EFLHD regarding horizontal and vertical alignment, layout, grading, construction limitations for tree clearing, drainage, erosion control, construction specifications, and estimate items for the Parkway realignment during the preliminary design and planning phase of the project. NCDOT will evaluate these designs along with NPS and incorporate them into the EIS. Grade rounding and reforestation/vegetation will be discussed as the planning continues. Superelevation grading of the new roadway and bridge will need to be appropriate for the design speed and curvature of the proposed alignment.

**Lessen Impact to Parkway Commuter Traffic.** NCDOT understands that this section of Parkway is within an established commuter zone and will work with NPS to minimize the duration of off-site detouring and schedule such detouring. The suggested detour from US 25, to I-40, back to the Parkway at NC 191 seems reasonable. NCDOT takes note of the desired maximum of two months duration for an off-site detour, and that it can be implemented from November 1 to April 15 of any two successive years.

**Lessen Impact of Bridge Construction on I-26 Construction.** NCDOT shares the same interest with NPS to minimize interruption of traffic flow along I-26 and the Blue Ridge Parkway. Construction methods including top down construction will be investigated in the planning process. Construction of the new bridge and demolition of the old bridge will need to be coordinated between NCDOT and BLRI to be accomplished as safely and efficiently as possible.

**Lessen Suicide Attempts.** NCDOT will investigate various AASHTO crashworthy rail types and welcomes input from NPS as noted above. NCDOT anticipates that the railings will be of bicycle safe height (48 to 54 inches) due to the Mountains to Sea Trail and other multi-modal uses of the Blue Ridge Parkway. Whether additional measures to deter suicide attempts will be allowable will depend on consultation with the State Historic Preservation Office and FHWA such that Section 4(f), Section 6(f), and Section 106 requirements can be satisfied. If the additional deterrent measures are deemed allowable pending these consultations, their inclusion would be as a betterment cost to the NPS. The betterment cost would be the additional cost beyond what would be required for pedestrians to safely cross the bridge.

NCDOT can consider historic use of granite stone masonry on the Parkway for the approach guardwalls if they are similar in nature to other guardwalls in the vicinity along the Blue Ridge Parkway. There are no guardwalls approaching the existing structure and wooden guardrail on only one approach. The cost for guardwalls over and above standard approach guardrail would most likely be considered a betterment with the cost to be borne by the NPS. For reference, the Blue Ridge Parkway approaches to the bridge over the French Broad River and NC 191 nearby have plain concrete guardwalls.

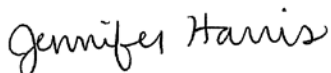
**The Mountains to Sea Trail (MST) Planning.** NCDOT understands that the MST does not need to meet ADAAG code requirements as the Mountains-to-Sea trail is not a designated accessible trail system. NCDOT takes note that the walkway on the bridge does not need to be designed for bicycling access and an AASHTO safety railing between the motor road and the walking surface can be waived by historic design precedence of the Blue Ridge Parkway and NPS standards. Any width for the MST on the bridge beyond the standard width of bridge would be negotiated as a betterment cost to be borne by the NPS. The width and location of the MST would be determined through the planning process.

The supplied photo of the MST shows the trail crossing the existing Parkway on the Cherokee side of the existing bridge and crossing I-26 on the Hendersonville side of the existing bridge. The design criteria seems to indicate a desire to eliminate that crossing and place the walkway on the Asheville side of the proposed bridge and bring the MST under the other end of the proposed bridge to join the existing MST alignment. NCDOT recommends that the MST realignment be considered after the preliminary plans are complete. NCDOT cannot commit to placing the trail under the bridge at this time.

**Parking Provision Planning for MST.** NCDOT understands that BLRI is planning to place a parking/overlook at the south and/or north ends of the bridge where construction staging and abandonment of the existing bridge would occur and would take that into consideration when designing the horizontal curves and planning re-vegetation of the approaches to the new bridge. NCDOT expects BLRI and their affiliates to design the parking/overlook areas and will coordinate with BLRI to accommodate for those plans. Payment for this work is expected to be a NPS/BLRI expenditure. NCDOT is concerned that the planned parking in the vicinity of the bridge may attract pedestrians to enter onto the bridge on a regular basis and to use it as an informal overlook, rather than a facility for MST users that are crossing the bridge. NCDOT does not believe this is something that should be encouraged.

We greatly appreciate your agencies' patience and cooperation as we work to advance this high priority project. We look forward to continuing to work closely with you as we complete the project's environmental study.

Sincerely,



Jennifer H. Harris, PE  
Project Development Section Head, Western Region/Turnpike  
Project Development & Environmental Analysis Unit

Electronic Copy:

Laurin Lineman, EFLHD Director of Project Delivery, [laurin.lineman@dot.gov](mailto:laurin.lineman@dot.gov)  
Alan Teikari, EFLHD Chief Highway Design Branch, [alan.teikari@dot.gov](mailto:alan.teikari@dot.gov)  
George Choubah, EFLHD Bridge Design Team Leader, [George.choubah@dot.gov](mailto:George.choubah@dot.gov)  
Yanina Kirtley, PE, EFLHD Project Manager, [yanina.kirtley@dot.gov](mailto:yanina.kirtley@dot.gov)  
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Glenn Mumford, PE, State Roadway Design Engineer, NCDOT Roadway, [gmumford@ncdot.gov](mailto:gmumford@ncdot.gov)  
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John Conforti, REM, Project Development Supervisor, NCDOT PDEA – Western Region, [jgconforti@ncdot.gov](mailto:jgconforti@ncdot.gov)  
Undrea Major, Project Development Engineer, NCDOT PDEA – Western Region, [ujmajor@ncdot.gov](mailto:ujmajor@ncdot.gov)  
Mitch Batuzich, FHWA, [Michael.batuzich@fhwa.dot.gov](mailto:Michael.batuzich@fhwa.dot.gov)



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**North Carolina Division**

May 26, 2015

310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
(919) 856-4346  
(919) 747-7030  
<http://www.fhwa.dot.gov/ncdiv/>

In Reply Refer To:  
HDA-NC

Mr. Mark Woods  
Superintendent  
Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville, NC 28803-8686

Dear Mr. Woods:

The Federal Highway Administration (FHWA) in cooperation with the North Carolina Department of Transportation (NCDOT) is initiating an environmental impact statement (EIS) for the I-26 Widening Project in Buncombe County, North Carolina (TIP# I-4400/4700). In accordance with 40 CFR 1501.6 of the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provision of the National Environmental Policy Act (NEPA), we are requesting your agency be a cooperating agency.

We are requesting your agency to be a cooperating agency because the project will require replacement of the Blue Ridge Parkway (BRP) Bridge crossing I-26 which your agency has jurisdiction over. Designation as a cooperating agency does not imply that your agency supports the proposed project.

The I-26 Widening Project begins at I-40 in Asheville and extends south to US 25 in Hendersonville, approximately a 22.2-mile segment of the I-26 corridor. Currently, I-26 congestion is high, with sections of I-26 in the project study area currently operating at an unacceptable Level of Service (LOS) F. As projected traffic volumes increase, more sections of I-26 within the project study area are projected to degrade to LOS F. The purpose of the project is to reduce congestion and reconstruct I-26 in the project area in order to maintain high-speed, safe, and efficient regional transportation infrastructure for both local commuter trips and regional inter and intrastate travel.

Your agency's involvement should entail those areas under its jurisdiction and expertise. As a cooperating agency pursuant to NEPA, the following activities will occur:

1. Invite you to coordination meetings including NEPA/Section 404 Merger meetings;
2. Through FHWA and NCDOT Merger process, your agency will have an opportunity to comment on the project's purpose and need, range of alternatives and impacts to the aforementioned BRP bridge as early practicable;



3. FHWA and NCDOT will make available to your agency, as early as practicable, environmental and socioeconomic resources located within the project area and general location of alternatives;
4. Your agency shall identify, as early as practicable, any issues regarding the project's environmental and socioeconomic impacts that could substantially delay or prevent approval;
5. Consult with you on any relevant technical studies that will be required for the project; and
6. Include information in the project environmental documents that cooperating agencies need to discharge their NEPA responsibilities and any other requirements regarding jurisdictional permits and/or other approvals

You have the right to expect that the EIS will enable you to discharge your jurisdictional responsibilities. Likewise, you have the obligation to tell us if, at any point in the process, your needs are not being met. We expect that at the end of the process the EIS will satisfy your NEPA requirements including those related to project alternatives, environmental consequences and mitigation. Further, we intend to utilize the EIS and our subsequent record of decision as our decision-making documents and as the basis for the permit application. We expect the permit application to proceed concurrently with the EIS approval process.

We look forward to your response to our request for your agency to be a cooperating agency and a participating agency and to working with you on this transportation project. The favor of a reply is requested by June 25, 2015. If you have any questions or would like to discuss in more detail the project or our agencies' respective roles and responsibilities during the preparation of this EIS, please contact Mitch Batuzich at 919-747-7033 or [michael.batuzich@dot.gov](mailto:michael.batuzich@dot.gov)

Sincerely,

*/s/ Michael V. Batuzich*

For John F. Sullivan, III, P.E.  
Division Administrator

File:

Reading File: 2015e26pe01.mvb

MVBatuzich:dkr:05/26/2015

**From:** Hultquist, Larry <larry\_hultquist@nps.gov>  
**Sent:** Tuesday, July 21, 2015 4:27 PM  
**To:** Conforti, John G; Major, Undrea J; Jennifer Harris  
**Subject:** Fwd: Cooperating Agency Status I-26 Project

FYI, Superintendent Mark Woods approves the inclusion of the Blue Ridge Parkway, as a Cooperating Agency in the EIS.

***Larry Hultquist***

Project Manager DSC-T, PMP  
Office: (828) 348-3482  
Cell: (828) 779-0195

----- Forwarded message -----

From: **Mark Woods** <[mark\\_woods@nps.gov](mailto:mark_woods@nps.gov)>  
Date: Tue, Jul 21, 2015 at 4:19 PM  
Subject: Cooperating Agency Status I-26 Project  
To: "[michael.batuzich@dot.gov](mailto:michael.batuzich@dot.gov)" <[michael.batuzich@dot.gov](mailto:michael.batuzich@dot.gov)>  
Cc: Suzette Molling <[Suzette\\_Molling@nps.gov](mailto:Suzette_Molling@nps.gov)>, Larry Hultquist <[larry\\_hultquist@nps.gov](mailto:larry_hultquist@nps.gov)>

Michael,

My apology for the delay responding to the request of cooperating agency status for the I-26 Project. The Parkway does request to be included as a cooperating agency.

If you have questions please feel free to contact me.

Mark H. Woods  
Superintendent  
Blue Ridge Parkway



# United States Department of the Interior



NATIONAL PARK SERVICE  
Blue Ridge Parkway  
199 Hemphill Knob Road  
Asheville, North Carolina 28803

IN REPLY REFER

L7617  
PIN 16296

JUN 28 2016

Ms. Jennifer Harris  
Mr. Bill Barrett  
North Carolina, Department of Transportation  
1548 Mail Service Center  
Raleigh, NC 27699-1548

Dear Mr. Barrett and Ms. Harris:

The Section 4(f) documentation for the new Blue Ridge Parkway Bridge over I-26 describes impacts to the Mountains to Sea Trail (MST) as follows. Within the project area, the MST intersects the Blue Ridge Parkway at three locations (Posts with directional arrows and the MST logo mark these locations) (see Figure 2).

- 1) The realigned Blue Ridge Parkway would shift approximately 70 feet south in the location of the trail crossing at Milepost 392.1. This shift would require minor improvements to the trail at the relocated crossing, including installation of wayfinding markers; however, the trail would remain on the existing alignment.
- 2) At Milepost 391.9, the Blue Ridge Parkway realignment would be located approximately at the same location as the motor road currently; however, minor improvements to adjust the grade may be required at the trail head to tie into the improved motor road. The MST would be relocated to the proposed new Blue Ridge Parkway Bridge to cross I-26.
- 3) The realigned Blue Ridge Parkway would shift approximately 110 feet south in the location of the trail intersection at Milepost 391.7 on the east side of the bridge through a steep cut section. This shift would require minor improvements to the trail at the relocated crossing, including the resetting of wayfinding markers; however, the trail would remain on the existing alignment. Though some minor work is anticipated at the relocated motor road intersections, including but not limited to grading and the resetting of wayfinding signs, the trail would remain on the existing alignment – except as it crosses I-26 on the replacement Blue Ridge Parkway Bridge. This work would be minor in nature and would not alter any

features that contribute to the MST's recreational use and/or aesthetic qualities. The initial clearing activity associated with project construction would be of short duration and during a time of low probable usage (i.e., winter). Therefore, the minimal direct use of the MST constitutes a *de minimis* use under Section 4(f).

The Blue Ridge Parkway has sent a letter to the North Carolina State Historic Preservation Office stating that Blue Ridge Parkway supports the design of a single walk crossing on the low or west side of the bridge. With this decision, the Blue Ridge Parkway agrees that the minimal direct use of the MST does constitute a *de minimis* use under Section 4(f).

Sincerely,

A handwritten signature in black ink, appearing to read "Mark H. Woods". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark H. Woods  
Superintendent

cc:

NPS:

SERO-Anita Barnett, Beth Byrd

BLRI-Mike Molling, Suzette Molling, Larry Hultquist, Andy Otten, Craig Yow

NCDOT:

Mitch Batuzich, Undrea Major, John Williams, Kristina Solberg

FHWA;

Jack VanDop, Lisa Landers, Allan Teikari, Yanina Kirtley, Hratch Pakhchanian

---

**From:** Molling, Suzette <suzette\_molling@nps.gov>  
**Sent:** Tuesday, September 15, 2015 12:11 PM  
**To:** Jennifer Harris  
**Cc:** Larry Hultquist  
**Subject:** BLRI Preferred Alternative for I-26 Bridge (PIN 16296)

Jennifer,

Without an analysis to review for each of the proposed alternatives to see the degree of environmental impacts of each one, Larry and I discussed the information provided in the technical report sent by FHWA on 8/27/15. We also reviewed some estimated construction amounts and areas of disturbance that would be required for each alternative. Based on the information available at this time, Alternative 4 is the park's preferred alternative for the DEIS. Keep in mind that the preferred alternative may change between the draft and final EIS based on input received from the public and government agencies, and the NPS is not obligated to select the preferred alternative for implementation. To date, Alternative 4 best meets the NPS statutory mission and responsibility.

I believe we should also include the 4 alternatives in the maps prepared for the public hearing since we have to make this determination now without the environmental analysis.

Please let me know if you have questions.

Suzette Molling  
Environmental Protection Specialist  
Blue Ridge Parkway  
828.348.3432



**September 26, 2016**

## **Gray Bats in Western NC**

This summer (2016) the federally listed endangered gray bat (*Myotis grisescens*) has been discovered roosting in multiple bridges in Buncombe, Madison and Yancey Counties. To date, at least 7 of these are NCDOT bridges. With the exception of a bridge over the Cane River, the other bridges are over or very near the French Broad River.

NC Wildlife Resources Commission biologists currently are conducting surveys of bridges over the larger rivers, especially those over the French Broad and it is likely that other roost bridges will be discovered. In addition, they are monitoring the known locations to help determine when the bats leave these summer roosts for their wintering habitat.

Gray bats roost, breed, rear young, and hibernate in caves or cave-like features (e.g. mines, bridges, culverts) year round and forage on a variety of flying aquatic and terrestrial insects present along streams, rivers, and lakes. They migrate between summer and winter habitat and will use transient or stopover caves or cave-like features along the way. In addition, at several of the bridges in western NC, gray bats are roosting with other species such as big brown bats and Mexican free-tailed bats.

## **Recommended Action**

Given this new information regarding gray bats using bridges as summer roosts, we recommend a review of all projects and bridge maintenance activities in the counties listed below for possible impacts to gray bats. This includes projects and bridge maintenance activities that are ongoing or in the planning stages.

Bridge maintenance activities that may affect bats include but are not limited to:

- Power washing
- Painting or removing paint
- Resurfacing, especially using hydro demolition
- Regrouting joints

For structures that are over or near the French Broad River and its large tributaries and other large rivers in the counties listed, we recommend that prior to any work, all suitable structures be inspected for the presence or evidence of roosting bats. If there is evidence of bat use on a structure, the Service should be notified and if possible, the proposed activities should be scheduled to occur during the inactive season (Nov-March).

If bridge repair, retrofit, maintenance, and/or rehabilitation work alters a known roost structure, ensure suitable roosting sites remain after the work is completed. Suitable roosting sites should be incorporated into the design of the new bridge.

### **Structures with Active Season (April 1-Nov 1) work scheduled**

Prior to demolition of any structure that will occur during the active season, the structure should be thoroughly checked for the presence of bats. We recommend that an inspection of the underside of the structure be conducted a week prior to the beginning of demolition and again the day prior to commencement of demolition. If bats are found or suspected, the Service should be notified.

### **Roadway Projects Near Roost Sites**

This is preliminary guidance that may change as we gather more information about the foraging habits of summer roosting bats.

Projects that will require temporary lighting for night work should use lighting that is focused downward and directed away from suitable habitat.

Permanent lighting should use downward facing, full cut-off lens lights and be directed away from suitable habitat.

### **All Projects**

Gray bats forage over rivers and streams. Therefore, in addition to measures regarding specific structures with roosting bats, maintaining strict sediment and erosion control at work sites and in the area of influence of the proposed work will minimize adverse impacts to forage areas for bats. Post construction storm water treatment also should be planned for these areas to further minimize the impacts to bat forage areas. Where possible, a vegetated riparian buffer should be maintained along any of the permanent water bodies and perennial streams.

### **Known and Potential Gray Bat Counties For Project Review**

Ashe  
Avery  
Buncombe  
Cherokee  
Clay  
Graham  
Haywood  
Henderson  
Jackson  
Macon  
Madison  
McDowell  
Mitchell  
Swain  
Transylvania  
Watauga  
Yancey

**Date**  
1 February 2017

**To**  
Milton Cortes  
Assistant State Soil Scientist  
USDA – Natural Resource Conservation  
Service



**PROJECT  
CORRESPONDENCE**

**From**  
Kat Bukowy, AICP  
HNTB North Carolina, PC

**Subject**  
STIP I-4400/I-4700 I-26 Widening  
Henderson and Buncombe Counties

NCDOT received your letter on the Draft EIS, dated September 22, 2016. This correspondence is in response to that letter.

North Carolina Department of Transportation (NCDOT) proposes to widen I-26 from US 25, just south of Hendersonville, to I-40/I-240, just south of Asheville, in Henderson and Buncombe Counties. The Draft Environmental Impact Statement (EIS) was signed in August 2016. The Draft EIS, in compliance with the Farmland Protection Policy Act (FPPA), included CPA-106 forms with the three studied alternatives: 6-Lane Widening Alternative, 8-Lane Widening Alternative, and the Hybrid 6/8-Lane Alternative. All of the alternatives fell below the 160-point threshold for the Total Corridor Assessment.

On January 18, 2017, the NCDOT Merger Team concurred that the Hybrid 6/8-Lane Widening Alternative was the Least Environmentally Damaging Practicable Alternative (LEDPA). Moving forward with this as the Preferred Alternative, NCDOT has recalculated the farmland soils impacts of the Preferred Alternative. The CPA-106 form, two figures, shapefile, and soil map unit inventory are provided for your use. Impacts are calculated using slope stakes plus 40 feet.

As shown on the figures, the majority of the 22.2-mile project is in an US Census Bureau defined Urban Area. The remaining area, about four percent of the total project area, that is subject to the FPPA is part of the National Historic Landmark, Biltmore Estate, to the east of I-26 and to the west the land is owned by Biltmore Farms, LLC. Biltmore Estate has been avoided and minimized to the extent practicable and is a *de minimis* use under Section 4(f), as agreed to by the NC Historic Preservation Office (SHPO) and the Federal Highway Administration (FHWA). The greater farmland impacts are to the west, which is currently forested and not in farmland or timber. NCDOT understands that the land holder is predominantly interested in developing this land. Due to other resource impacts, NCDOT expects that there will be further minimization of impacts in this area. However, under the current functional design, impacts are measured from slope stakes plus an additional 40 feet. This means converting approximately 37 acres to non-farmland use. Of the 37-acre total, 3.7 acres are prime farmland soils and 27.2 acres are soils of statewide and local importance, with the remainder being not prime farmland.

Attachments

CC: John Williams, P.E.



**FARMLAND CONVERSION IMPACT RATING  
FOR CORRIDOR TYPE PROJECTS**

<b>PART I (To be completed by Federal Agency)</b>	3. Date of Land Evaluation Request	4. Sheet 1 of <u>1</u>
---	------------------------------------	------------------------

1. Name of Project <b>I-4400/I-4700 I-26 Widening</b>	5. Federal Agency Involved <b>FHWA</b>
---	--

2. Type of Project <b>Corridor Widening</b>	6. County and State <b>Buncombe</b>
---	-------------------------------------

<b>PART II (To be completed by NRCS)</b>	1. Date Request Received by NRCS	2. Person Completing Form
--	----------------------------------	---------------------------

3. Does the corridor contain prime, unique statewide or local important farmland? (If no, the FPPA does not apply - Do not complete additional parts of this form). YES <input type="checkbox"/> NO <input type="checkbox"/>	4. Acres Irrigated   Average Farm Size
---	--

5. Major Crop(s)	6. Farmable Land in Government Jurisdiction Acres: _____ % _____	7. Amount of Farmland As Defined in FPPA Acres: _____ % _____
------------------	---	--

8. Name Of Land Evaluation System Used	9. Name of Local Site Assessment System	10. Date Land Evaluation Returned by NRCS
--	---	---

<b>PART III (To be completed by Federal Agency)</b>	<b>Alternative Corridor For Segment</b>			
	Corridor A	Corridor B	Corridor C	Corridor D
A. Total Acres To Be Converted Directly	<b>37</b>			
B. Total Acres To Be Converted Indirectly, Or To Receive Services	<b>0</b>			
C. Total Acres In Corridor	<b>37</b>			

<b>PART IV (To be completed by NRCS) Land Evaluation Information</b>	
A. Total Acres Prime And Unique Farmland	<b>3.6</b>
B. Total Acres Statewide And Local Important Farmland	<b>27.2</b>
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted	
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value	

**PART V (To be completed by NRCS) Land Evaluation Information Criterion Relative value of Farmland to Be Serviced or Converted (Scale of 0 - 100 Points)**

<b>PART VI (To be completed by Federal Agency) Corridor Assessment Criteria (These criteria are explained in 7 CFR 658.5(c))</b>	Maximum Points	
1. Area in Nonurban Use	15	<b>14</b>
2. Perimeter in Nonurban Use	10	<b>9</b>
3. Percent Of Corridor Being Farmed	20	<b>0</b>
4. Protection Provided By State And Local Government	20	<b>0</b>
5. Size of Present Farm Unit Compared To Average	10	<b>0</b>
6. Creation Of Nonfarmable Farmland	25	<b>25</b>
7. Availability Of Farm Support Services	5	<b>0</b>
8. On-Farm Investments	20	<b>0</b>
9. Effects Of Conversion On Farm Support Services	25	<b>0</b>
10. Compatibility With Existing Agricultural Use	10	<b>0</b>
<b>TOTAL CORRIDOR ASSESSMENT POINTS</b>	<b>160</b>	<b>48      0      0      0</b>

<b>PART VII (To be completed by Federal Agency)</b>	
Relative Value Of Farmland (From Part V)	<b>100    0    0    0    0</b>
Total Corridor Assessment (From Part VI above or a local site assessment)	<b>160    48    0    0    0</b>
<b>TOTAL POINTS (Total of above 2 lines)</b>	<b>260    48    0    0    0</b>

1. Corridor Selected: <b>Hybrid 6/8-Lane Widening</b>	2. Total Acres of Farmlands to be Converted by Project: <b>37</b>	3. Date Of Selection: <b>1/18/17</b>	4. Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	--	---	---

5. Reason For Selection:  
**The Hybrid 6/8-Lane Widening Alternative was chosen as the Least Environmentally Damaging Practicable Alternative by the NCDOT Merger Team. The Hybrid Alternative may convert approximately 37 acres to non-farmable use. This is approximately four percent of the area of the entire project, most of which is in an US Census Bureau designated Urban Area. This land is not currently farmland, and though heavily wooded, is not in timber production. This project will not affect the likelihood of future farming along the I-26 corridor.**

Signature of Person Completing this Part: \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: Complete a form for each segment with more than one Alternate Corridor

## CORRIDOR - TYPE SITE ASSESSMENT CRITERIA

The following criteria are to be used for projects that have a linear or corridor - type site configuration connecting two distant points, and crossing several different tracts of land. These include utility lines, highways, railroads, stream improvements, and flood control systems. Federal agencies are to assess the suitability of each corridor - type site or design alternative for protection as farmland along with the land evaluation information.

(1) How much land is in nonurban use within a radius of 1.0 mile from where the project is intended?

- More than 90 percent - 15 points
- 90 to 20 percent - 14 to 1 point(s)
- Less than 20 percent - 0 points

(2) How much of the perimeter of the site borders on land in nonurban use?

- More than 90 percent - 10 points
- 90 to 20 percent - 9 to 1 point(s)
- Less than 20 percent - 0 points

(3) How much of the site has been farmed (managed for a scheduled harvest or timber activity) more than five of the last 10 years?

- More than 90 percent - 20 points
- 90 to 20 percent - 19 to 1 point(s)
- Less than 20 percent - 0 points

(4) Is the site subject to state or unit of local government policies or programs to protect farmland or covered by private programs to protect farmland?

- Site is protected - 20 points
- Site is not protected - 0 points

(5) Is the farm unit(s) containing the site (before the project) as large as the average - size farming unit in the County ?

(Average farm sizes in each county are available from the NRCS field offices in each state. Data are from the latest available Census of Agriculture, Acreage or Farm Units in Operation with \$1,000 or more in sales.)

- As large or larger - 10 points
- Below average - deduct 1 point for each 5 percent below the average, down to 0 points if 50 percent or more below average - 9 to 0 points

(6) If the site is chosen for the project, how much of the remaining land on the farm will become non-farmable because of interference with land patterns?

- Acreage equal to more than 25 percent of acres directly converted by the project - 25 points
- Acreage equal to between 25 and 5 percent of the acres directly converted by the project - 1 to 24 point(s)
- Acreage equal to less than 5 percent of the acres directly converted by the project - 0 points

(7) Does the site have available adequate supply of farm support services and markets, i.e., farm suppliers, equipment dealers, processing and storage facilities and farmer's markets?

- All required services are available - 5 points
- Some required services are available - 4 to 1 point(s)
- No required services are available - 0 points

(8) Does the site have substantial and well-maintained on-farm investments such as barns, other storage building, fruit trees and vines, field terraces, drainage, irrigation, waterways, or other soil and water conservation measures?

- High amount of on-farm investment - 20 points
- Moderate amount of on-farm investment - 19 to 1 point(s)
- No on-farm investment - 0 points

(9) Would the project at this site, by converting farmland to nonagricultural use, reduce the demand for farm support services so as to jeopardize the continued existence of these support services and thus, the viability of the farms remaining in the area?

- Substantial reduction in demand for support services if the site is converted - 25 points
- Some reduction in demand for support services if the site is converted - 1 to 24 point(s)
- No significant reduction in demand for support services if the site is converted - 0 points

(10) Is the kind and intensity of the proposed use of the site sufficiently incompatible with agriculture that it is likely to contribute to the eventual conversion of surrounding farmland to nonagricultural use?

- Proposed project is incompatible to existing agricultural use of surrounding farmland - 10 points
  - Proposed project is tolerable to existing agricultural use of surrounding farmland - 9 to 1 point(s)
  - Proposed project is fully compatible with existing agricultural use of surrounding farmland - 0 points
-



Natural Resources  
Conservation Service

North Carolina  
State Office

4407 Bland Road  
Suite 117  
Raleigh, NC 27609  
Voice 919-873-2171  
Fax (844) 325-2156

February 23, 2017

Kat Bukowy, AICP  
HNTB North Carolina, PC  
343 East Six Forks Rd., Suite 200  
Raleigh, NC 27609

Dear Kat Bukowy:

Thank you for your letter dated November 7, 2016, Subject: Request for Comments – STIP I-4400/I-4700 I-26 Widening Henderson and Buncombe Counties, North Carolina. The following guidance is provided for your information.

Projects are subject to the Farmland Protection Policy Act (FPPA) requirements if they may irreversibly convert farmland (directly or indirectly) to non-agricultural use and are completed by a federal agency or with assistance from a federal agency. Farmland means prime or unique farmlands as defined in section 1540(c)(1) of the FPPA or farmland that is determined by the appropriate state or unit of local government agency or agencies with concurrence of the Secretary of Agriculture to be farmland of statewide local importance.

For the purpose of FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. It can be forestland, pastureland, cropland, or other land, but not water or urban built-up land.

*Farmland* does not include land already in or committed to urban development or water storage. Farmland *already in* urban development or water storage includes all such land with a density of 30 structures per 40-acre area. Farmland already in urban development also includes lands identified as *urbanized area* (UA) on the Census Bureau Map, or as urban area mapped with a *tint overprint* on the United States Geological Survey (USGS) topographical maps, or as *urban-built-up* on the United States Department of Agriculture (USDA) Important Farmland Maps.

The area in question meets one or more of the above criteria for Farmland. Farmland area will be affected or converted. Enclosed is the Farmland Conversion Impact Rating form AD1006 with PARTS II, IV and V completed by NRCS. The corresponding agency will need to complete the evaluation, according to the Code of Federal Regulation 7CFR 658, Farmland Protection Policy Act.

Kat Bukowy

Page 2

If you have any questions, please contact Milton Cortes, Assistant State Soil Scientist at 919-873-2171 or by email: [milton.cortes@nc.usda.gov](mailto:milton.cortes@nc.usda.gov).

Again, thank you for inquiry. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

*Milton Cortes*

Milton Cortes  
Assistant State Soil Scientist

cc:

Kent Clary, State Soil Scientist, NRCS, Raleigh, NC

**FARMLAND CONVERSION IMPACT RATING  
FOR CORRIDOR TYPE PROJECTS**

<b>PART I (To be completed by Federal Agency)</b>	3. Date of Land Evaluation Request	4. Sheet 1 of _____
---	------------------------------------	---------------------

1. Name of Project	5. Federal Agency Involved
--------------------	----------------------------

2. Type of Project	6. County and State
--------------------	---------------------

<b>PART II (To be completed by NRCS)</b>	1. Date Request Received by NRCS	2. Person Completing Form
--	----------------------------------	---------------------------

3. Does the corridor contain prime, unique statewide or local important farmland? (If no, the FPPA does not apply - Do not complete additional parts of this form). YES <input type="checkbox"/> NO <input type="checkbox"/>	4. Acres Irrigated   Average Farm Size
---	--

5. Major Crop(s)	6. Farmable Land in Government Jurisdiction Acres: _____ %	7. Amount of Farmland As Defined in FPPA Acres: _____ %
------------------	---	--

8. Name Of Land Evaluation System Used	9. Name of Local Site Assessment System	10. Date Land Evaluation Returned by NRCS
--	---	---

<b>PART III (To be completed by Federal Agency)</b>	<b>Alternative Corridor For Segment</b>			
---	---	--	--	--

	Corridor A	Corridor B	Corridor C	Corridor D
--	------------	------------	------------	------------

A. Total Acres To Be Converted Directly				
---	--	--	--	--

B. Total Acres To Be Converted Indirectly, Or To Receive Services				
---	--	--	--	--

C. Total Acres In Corridor				
----------------------------	--	--	--	--

<b>PART IV (To be completed by NRCS) Land Evaluation Information</b>				
--	--	--	--	--

A. Total Acres Prime And Unique Farmland				
--	--	--	--	--

B. Total Acres Statewide And Local Important Farmland				
---	--	--	--	--

C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted				
---	--	--	--	--

D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value				
--	--	--	--	--

<b>PART V (To be completed by NRCS) Land Evaluation Information Criterion Relative value of Farmland to Be Serviced or Converted (Scale of 0 - 100 Points)</b>				
--	--	--	--	--

<b>PART VI (To be completed by Federal Agency) Corridor Assessment Criteria (These criteria are explained in 7 CFR 658.5(c))</b>	Maximum Points			
--	----------------	--	--	--

1. Area in Nonurban Use	15			
-------------------------	----	--	--	--

2. Perimeter in Nonurban Use	10			
------------------------------	----	--	--	--

3. Percent Of Corridor Being Farmed	20			
-------------------------------------	----	--	--	--

4. Protection Provided By State And Local Government	20			
--	----	--	--	--

5. Size of Present Farm Unit Compared To Average	10			
--	----	--	--	--

6. Creation Of Nonfarmable Farmland	25			
-------------------------------------	----	--	--	--

7. Availability Of Farm Support Services	5			
--	---	--	--	--

8. On-Farm Investments	20			
------------------------	----	--	--	--

9. Effects Of Conversion On Farm Support Services	25			
---	----	--	--	--

10. Compatibility With Existing Agricultural Use	10			
--	----	--	--	--

TOTAL CORRIDOR ASSESSMENT POINTS	160			
----------------------------------	-----	--	--	--

<b>PART VII (To be completed by Federal Agency)</b>				
---	--	--	--	--

Relative Value Of Farmland (From Part V)	100			
--	-----	--	--	--

Total Corridor Assessment (From Part VI above or a local site assessment)	160			
---	-----	--	--	--

<b>TOTAL POINTS (Total of above 2 lines)</b>	<b>260</b>			
--	------------	--	--	--

1. Corridor Selected:	2. Total Acres of Farmlands to be Converted by Project:	3. Date Of Selection:	4. Was A Local Site Assessment Used?  YES <input type="checkbox"/> NO <input type="checkbox"/>
-----------------------	---	-----------------------	--

5. Reason For Selection:
--------------------------

Signature of Person Completing this Part:	DATE
---	------

**NOTE: Complete a form for each segment with more than one Alternate Corridor**

## Kat Bukowy

---

**From:** Jennifer Harris  
**Sent:** Thursday, September 22, 2016 8:52 AM  
**To:** Molling, Suzette  
**Cc:** Michael Molling; Larry Hultquist; John McDade; Anita Barnett; cdagnino@ncdot.gov; wabarrett@ncdot.gov; jmsanderson@ncdot.gov; Williams, John L (jlwilliams@ncdot.gov); Laad, Anamika (alaad@ncdot.gov); Kat Bukowy; rtipton@ncdot.gov; klsolberg@ncdot.gov; chood@ncdot.gov  
**Subject:** RE: Mitigation for Parkway Bridge over I-26 (PIN 16296)

Good morning Suzette,

Thank you for the update. I am further sharing with NCDOT biologists, etc. and we will be on the lookout for the NPS comment letter.

Thanks,  
Jennifer

**Jennifer Harris, P.E., CPM**

Senior Project Manager

 **HNTB North Carolina, P.C. | 100 YEARS OF INFRASTRUCTURE SOLUTIONS**

343 E. Six Forks Road, Suite 200

Raleigh, NC 27609

Direct 919.424.0427

Mobile 919.656.7003

**From:** Molling, Suzette [mailto:suzette\_molling@nps.gov]  
**Sent:** Thursday, September 22, 2016 7:27 AM  
**To:** Jennifer Harris  
**Cc:** Michael Molling; Larry Hultquist; John McDade; Anita Barnett  
**Subject:** Mitigation for Parkway Bridge over I-26 (PIN 16296)

Hi Jennifer,

I just wanted to give you a heads-up that NPS and FWS biologists found an Indiana bat during a survey on the night of 9/19/16. The below mitigation needs to be added to the project:

To avoid adverse impacts to Indiana Bats, emergent and/or acoustic surveys shall be conducted prior to removal of trees if the work would be conducted between April 15 and August 15; no significant tree removal within 5 miles of known hibernacula between April 1 and November 15.

I also added a comment regarding this in the BLRI review of the DEIS, which will be reflected in the overall NPS comments that will be sent. Please let me know if you have questions. Thanks,

Suzette Molling  
Environmental Protection Specialist  
Blue Ridge Parkway

828.348.3432





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

February 7, 2017

Ms. Anita Barnett  
United States Department of the Interior  
National Park Service, Southeast Regional Office  
Atlanta Federal Center, 1924 Building  
100 Alabama Street SW  
Atlanta, GA 30303

Dear Ms. Barnett:

The Federal Highway Administration (FHWA) and North Carolina Department of Transportation (NCDOT) are seeking clarification for the involvement of the Mountains to Sea Trail (MST) and your acknowledgement of the *de minimis* use to the Biltmore Estate for the proposed I-26 Widening project in Henderson and Buncombe Counties, NC (State Transportation Improvement Program [STIP] Project Nos. I-4400 and I-4700).

**Mountains to Sea Trail**

In correspondence dated June 28, 2016 (L7617, PIN 16296), the US Department of Interior (DOI) acknowledged the Section 4(f) use of the Blue Ridge Parkway and the *de minimis* use of the Mountains to Sea Trail (MST), satisfying the requirements of Section 4(f) for these resources. However, in comments provided by the DOI on the project's Draft Environmental Impact Statement (DEIS) and Draft Section 4(f) Evaluation on October 20, 2016 (ER 16/0489, 9043.1), the DOI refers to the MST as a Section 106 property on page 3. The MST is a recreational resource not a Section 106 property, and as such was not reviewed by the North Carolina State Historic Preservation Officer (SHPO). Further, on page 4 DOI stated no objection to the approval of the Section 4(f) Evaluation for the Blue Ridge Parkway and the MST contingent on the "development and full execution" of a Memorandum of Agreement (MOA) for the project. The MST will not be addressed in a MOA for Section 106 resources and is not subject to mitigation.

**Biltmore Estate *de minimis***

In accordance with 23 CFR Part 774 (Sections 774.3(b) and 774.17) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, the FHWA and NCDOT intend to make a *de minimis* finding based on your concurrence with the Section 106 determination of "No Adverse Effect" for the Biltmore Estate (see attached signed Effects Form). The DOI previously acknowledged that the SHPO determined the project would result in No Adverse Effect to the Biltmore Estate (ER 16/0489, 9043.1).

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
PROJECT DEVELOPMENT AND  
ENVIRONMENTAL ANALYSIS  
1548 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1548

Telephone: (919) 707-6000  
Fax: (919) 250-4224  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1000 BIRCH RIDGE DRIVE  
RALEIGH, NC 27610



The proposed I-26 Widening project in Henderson and Buncombe Counties, NC (State Transportation Improvement Program [STIP] Project Nos. I-4400 and I-4700) would require some small sections of new right of way to accommodate cut and fill slopes, and the Control of Access fencing would be relocated as needed in these areas (see attached figures and access the August 2016 Public Hearing Maps at the project website: <https://www.ncdot.gov/projects/i26widening/>). Construction activity would require minimal tree removal along the length of property that borders the interstate. Some fill impacts to wetlands adjacent to the historic resource, but within the existing NCDOT right of way, would occur.

**As the official with jurisdiction over the National Historic Landmark (NHL), Biltmore Estate, I concur in a determination that the proposed transportation project as described in this letter and shown on the accompanying attachments would not adversely affect the activities, features, or attributes that qualify the Biltmore Estate for Section 4(f) protection. I have also been informed, based on my concurrence, the FHWA intends to make a *de minimis* finding regarding impacts to the Biltmore Estate, thus satisfying the requirements of Section 4(f).**

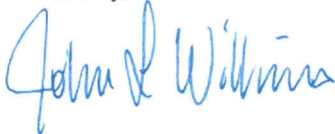
Date: 3/8/17 Signature: 

After signing and dating this letter, please return a copy to my attention within 30 days of the date of this letter to the following address:

North Carolina Department of Transportation  
Project Development and Environmental Analysis  
1548 Mail Service Center  
Raleigh, NC 27699-1548

The NCDOT is thankful for your assistance in making this transportation project possible. Should you have any questions or concerns, please contact me at (919) 707-6178 or [jlwilliams@ncdot.gov](mailto:jlwilliams@ncdot.gov).

Sincerely,



John Williams, PE  
Project Development Engineer  
North Carolina Department of Transportation

cc: Mark Woods – NPS  
Suzette Molling – NPS  
Andy Otten – NPS  
Felix Davila – FHWA  
Mary Pope Furr – NCDOT

Memorandum of Agreement

among the

North Carolina  
Department of Transportation

the

U.S. Department of the Interior  
National Park Service

and the

U.S. Department of Transportation  
Federal Highway Administration  
North Carolina and Eastern Federal Lands Highway Divisions

for the

Engineering and Design Support for the  
Blue Ridge Parkway Bridge over Interstate 26

in

Buncombe County, NC

### **REASON FOR THIS AMENDMENT**

The purpose for this amendment to Memorandum of Agreement DTFH71-15-X-50014 (Agreement) is to increase the scope of services for the design of the Blue Ridge Parkway Bridge over Interstate 26 by Eastern Federal Lands Highway Division and the U.S. Department of the Interior, National Park Service. The following sections in the Agreement have been updated:

- Purpose;
- Authorities;
- Scope of Work (Obligations, Responsibilities, and Funding);
- Disbursement of Funds (including the estimated cost of work);
- Key Officials and Contacts;
- Dispute Resolution
- Attachment A (Scope of Work); and
- Attachment B (Work Schedule).

### **PURPOSE**

The purpose of this Memorandum of Agreement is to establish the roles, responsibilities, funding, and procedures by which the North Carolina Department of Transportation (NCDOT); the U.S. Department of the Interior, National Park Service (NPS); the U.S. Department of Transportation, Federal Highway Administration’s North Carolina Division (FHWA-NC) and Eastern Federal Lands Highway Division (EFLHD), collectively agreed to as the “Parties”, will jointly participate in engineering services to complete preliminary design sufficient to obtain NPS Design Advisory Board approval, National Environmental Policy Act (NEPA) documentation, and National Historic Preservation Act (NHPA) compliance: to complete the design through 100% (also known as “final design,” see Appendix A for details) and provide design support during construction, hereinafter referred to as the “Work”, for replacement of the Blue Ridge Parkway Bridge over Interstate 26 (I-26) (hereinafter called the Project) in Buncombe County, NC, as part of the NCDOT’s State Transportation Improvement Program (STIP) project I-4700B. This Agreement will need to be amended in the future to detail roles and responsibilities during construction.

### **AUTHORITIES**

**WHEREAS**, NCGS 136-18(12) authorizes the NCDOT to enter into this Agreement with the federal government and cooperating agencies to provide funding for the Project and associated Work; and,

**WHEREAS**, the NPS is authorized to enter into this Agreement pursuant to authority contained in 16 U.S.C. § 1-3 and 31 U.S.C § 1535; and,

**WHEREAS**, 23 U.S.C. 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies; and,

**WHEREAS**, the FHWA-NC is the Federal agency with administrative, financial and project implementation, and management oversight of the NCDOT's Federal-aid Highway Program; and,

**WHEREAS**, the NCDOT and NPS have requested that EFLHD provide engineering services for the proposed Project; and,

**WHEREAS**, the NCDOT proposes to multi-lane widen I-26 from NC 146, Long Shoals Road, (Exit 37) to I-40 in Buncombe County (8.6 miles) under STIP project I-4700B to reduce congestion along the I-26 corridor. Because of the proximity of the existing interior bents to the existing travel lanes, this widening requires the replacement of the Blue Ridge Parkway Bridge over I-26, near Milepost 36, in Buncombe County, NC; and,

**WHEREAS**, funds for engineering, design NEPA documentation, NHPA compliance, and design support services during construction will be provided to the EFLHD by the NCDOT for the Work; and,

**WHEREAS** the NCDOT, NPS and FHWA have agreed to pursue the Work as follows:

- to obtain necessary NEPA documentation and compliance;
- to determine the final delivery method for construction of the project before the completion of NEPA;
- to identify the preferred roadway and bridge alternative;
- to have EFLHD provide engineering services to design the Project through 100% final design in conjunction with NPS;
- for NPS to provide design and review support for the final EFLHD design;
- to provide design support as appropriate during construction; and
- for EFLHD and the NPS to participate in milestone inspections of the constructed project for acceptance.

**WHEREAS**, although this Agreement is subject to the provisions of the Anti-Deficiency Act (31 U.S.C. §1341(a)(1)), the Parties understand, recognize and agree that the EFLHD and the NPS are not responsible for any percentage part of the cost of this Work; and,

**WHEREAS**, 23 U.S.C. §104(f)(3) provides that a State may transfer funds apportioned or allocated under Title 23 to the FHWA to finance a project eligible for assistance under such title; and,

**WHEREAS**, 23 U.S.C. 132 allows the State to make a deposit or payment to the EFLHD for work performed under an agreement and seek reimbursement for the federal share of the amounts deposited or paid with Federal-aid highway funds.

**NOW THEREFORE**, the NCDOT, NPS, FHWA-NC, and EFLHD do hereby mutually agree as follows:

**ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)**

A. The NCDOT agrees to:

1. Assign and designate a point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
2. Review any documentation provided by the EFLHD; and,
3. Participate in the general coordination of all field reviews, progress meetings, and other Project development activities and milestones as applicable to this Work; and,
4. Review EFLHD design deliverables and provide comments or other feedback within twenty-one (21) calendar days from the receipt of each deliverable; and,
5. Provide survey and mapping to EFLHD required for the Work along the Parkway; and,
6. Amend the previously prepared Natural Resources Technical Report (including field investigations and feature delineations) to encompass the expanded study area for the bridge replacement and required roadway approach work; and,
7. Provide the required funding for the Work; and,
8. Incorporate the needs and requirements of the NPS to ensure acceptance and NPS adoption of the NCDOT/FHWA's environmental document for their I-26 widening project including appropriate NPS NEPA documentation and NPS NEPA decision for actions on NPS lands; and,
9. Assist EFLHD with activities necessary to provide the required final environmental clearances, the 30% design submittal, 70% design submittal, the 100% design submittal, and coordination of the Work; and,
10. Incorporate the EFLHD-delivered 100% final bridge and approach plans into project I-4700B or other construction delivery vehicle as appropriate. This work may include, but is not limited to, incorporating roadway and bridge plans, specifications, estimates and other project documents for the bridge replacement and approaches in accordance with the latest version of the NCDOT Standard Specifications and project-specific specifications submitted by EFLHD as part of the 100% distribution; and,
11. Prepare draft bid package and distribute to EFLHD and NPS for review and comments; and,
12. Participate in milestone inspections, including the final inspection, with EFLHD and NPS of the constructed project for acceptance; and,

13. Prepare Federal easement survey and/or right-of-way plans and legal descriptions (for both Federal and non-Federal lands, as applicable) for any right-of-way or easement for the NCDOT widening of I-26 across NPS Parkway right-of-way boundary; and,
14. Provide as-built plans, all design calculations, and the bridge load rating once construction is completed to EFLHD and the NPS.

B. The NPS agrees to:

1. Act as a cooperating agency for preparation of the NCDOT/FHWA NEPA document for the replacement of the Blue Ridge Parkway Bridge over I-26; and,
2. In accordance with the schedule included in Attachment B, provide applicable NPS information and direction (including but not limited to written text) for inclusion in the NEPA document so the NPS can adopt and utilize the NCDOT/FHWA lead NEPA document for issuing a NPS NEPA decision for those project actions on NPS lands as well as be responsible for guiding the decisions associated with improvements and actions on NPS lands, or where NPS interests are involved; and,
3. Assign and designate a project point of contact so that all communication regarding the Work will be coordinated and managed through such person; and,
4. In accordance with the schedule included in Attachment B, perform required archaeological surveys/field investigations along Parkway property within the project study area and upon completion will prepare a Management Summary detailing the results of the investigations. A final report detailing the analysis and findings will be completed by the NPS. NPS will coordinate with NCDOT during this process and supply NCDOT with copies of any summaries, reports, and correspondence to/from the Historic Preservation Office; and
5. Draft and coordinate Section 106, Historic Preservation documentation for NPS, to incorporate requirements of the Historic Preservation Office, for approval of the preferred bridge design immediately after said design is selected; and,
6. Participate in all design field reviews, progress meetings, and other Project development activities and milestones as applicable; and,
7. Review EFLHD design deliverables and provide comments or other feedback within twenty-one (21) calendar days from the receipt of each deliverable; and,
8. Review NCDOT draft bid package and provide written approval to ensure compliance with original design intent and environmental documents; and,
9. Approve, in writing, the final design for all improvements related to NPS-owned right-of-way; and,

10. Facilitate a Value Analysis (VA) and Choosing by Advantage (CBA) study for the Parkway realignment and final design of the Parkway bridge over I-26, with involvement of all partners and draft a final analysis report for review and approval of NPS, NCDOT and EFLHD; and,
11. Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination for STIP project I-4700B; and,
12. Grant right-of-entry and permits as required to the FHWA, authorized contractors, NCDOT, and other parties as required for the purposes of environmental studies, design, construction, and other Project-related activities; and,
13. Participate in milestone inspections, including final inspection, of the constructed project for acceptance and provide documentation of milestone acceptance if applicable; and,
14. Provide written acceptance of ownership of the improvements.

C. The FHWA-NC agrees to:

1. Be responsible for guiding decisions associated with the Federal-aid Highway Program, or where Federal-aid interests are involved; and,
2. Participate in the project development process as applicable.

D. The EFLHD agrees to:

1. Be the lead agency for and provide for overall coordination of the Work and designate a Project Manager; and,
2. Accept funding from the NCDOT for the Work; and,
3. Coordinate and develop a scope and budget for the Work and obtain NCDOT concurrence; and,
4. Coordinate a schedule to complete the Work with the parties to this Agreement as included in Attachment B, incorporated and made a part of this Agreement as included herein; and,
5. Conduct and assist the NPS and the NCDOT with alternatives development and evaluation for those actions impacting the project design and the use of NPS lands and assist in incorporating applicable recommendations into the NCDOT/FHWA environmental document for the I-4700B STIP project; and,
6. In accordance with the schedule included in Attachment B, conduct necessary geotechnical investigations as part of the Work and supply the investigations to NCDOT

- for review (including the subsurface inventory report, foundation recommendations with notes, boring plans and boring logs; and,
7. Lead and participate in field review meetings, progress meetings, and other Project development activities and milestones as applicable; and,
  8. Coordinate and incorporate requirements of NPS, Historic Preservation Office, NCDOT, other applicable federal, state and local agencies, utilities, and interested public and private parties; and,
  9. Prepare and submit preliminary 30% bridge replacement design plans (including design assumptions, typical sections, horizontal and vertical alignments, cross sections, slope stakes, and if necessary utility plans for all alternatives), construction schedules, and Estimates and other Project documents sufficient to obtain NPS DAB approval and complete NPS NEPA and NHPA documentation up to and including the Record of Decision to the NPS and NCDOT; and,
  10. Perform supplemental survey, location survey, geotechnical investigations, and other field work necessary to design project through 100%; and,
  11. Prepare and submit conceptual bridge plans, preliminary construction sequencing plans, and preliminary demolition plans; and,
  12. Prepare and submit preliminary 30% roadway and bridge deliverable package, including plans, estimates and other project documents for the bridge replacement and approaches to the NPS and NCDOT (see Attachment A for details); and,
  13. Prepare and submit intermediate 70% roadway and bridge plans, specifications, estimates and other project documents for the bridge replacement and approaches to the NPS and NCDOT (see Attachment A for details); and,
  14. Prepare and submit final 100% signed and sealed roadway and bridge plans, specifications, estimates and other project documents for the bridge replacement and approaches to the NPS and NCDOT (see Attachment A for details); and,
  15. Lead on-site and/or remote comment resolution meetings for the 30%, 70%, and 100% deliverables or as appropriate; and,
  16. Review NCDOT draft bid package to ensure compliance with original design intent and environmental documents; and,
  17. Provide design support during construction on an as-needed basis; and,
  18. Participate in milestone inspections of the constructed project and recommend acceptance of bridge to NPS; and,



19. Draft a legal right-of-way description, from survey plans provided by NCDOT, for widening and constructing the Parkway Bridge over I-26 (for both Federal and non-Federal lands, as applicable) for any easements or right-of-way between NCDOT and the NPS. The approved document will be filed by all partners; and,
20. In accordance with Attachment A, provide digital design files to the Parties; and,
21. Hold regular meetings with all Parties regarding the status of the Work; and,
22. Allow the Parties to participate in field reviews, onsite inspections, and records reviews and to monitor the Work; and,
23. Provide technical assistance to the NPS as necessary through completion of design of the Parkway bridge in coordination with the NCDOT; and,
24. Maintain records of all actions, contracts and expenditures on the Work in sufficient level of detail to allow identification of the nature of the expenditures made. The EFLHD will retain these records for a period of six (6) years after the Project records are closed out to provide complete information in response to an audit of either its own records or of NCDOT's records of the Project; and
25. Promptly initiate design Work close-out and return unexpended funds to all parties as soon as final costs are known.

## **ARTICLE II: DISBURSEMENT OF FUNDS**

- A. Upon execution of this Agreement, the NCDOT will reimburse funds based on the EFLHD's estimated costs as included herein.
- B. All costs associated, directly or indirectly, with any and all Work performed under this Agreement including, but not limited to EFL engineering services and NPS NEPA documentation and compliance shall be paid for by the NCDOT.

- C. The estimated costs for the Work (based on the Scope of Work and Schedule described in Attachments A and B) are as follows:

Activity	Estimated Cost
Original MOA to complete preliminary design sufficient to obtain NPS Design Advisory Board approval, NEPA documentation and NHPA compliance:	\$350,000
Original MOA agreement amount increased on 6/6/17, per Reimbursable Agreement DTFH71-15-X-50030, Amendment No. 2	\$300,000
Estimated additional EFLHD Engineering Services cost to design the project through 100% and provide signed/sealed package:	\$1,350,000
Estimated EFLHD Engineering Services cost for efforts during construction, review/approve shop drawings as appropriate, and participate in final inspection of the project:	\$200,000
Estimated NPS design review cost through 100%, project review during construction, and final inspection of the project:	\$75,000
<b>Total Estimated Cost:</b>	<b>\$2,275,000</b>

The costs above are estimated only and will be adjusted during the design process to include the actual costs of such services limited to a maximum of \$2,275,000. Any costs above the maximum amount must be approved in writing by all Parties in a Supplemental Agreement prior to the work being performed.

- D. It is the understanding and agreement of all Parties that the costs associated with this Work will be paid for entirely by NCDOT in accordance with this Agreement. The funds will be provided by NCDOT in accordance with current EFLHD and NCDOT policies. Nothing in this Agreement will prevent NCDOT from seeking reimbursement for applicable costs for this Work from the FHWA-NC in the future. The schedule for this Project is hereto attached, marked as Attachment A and made a part of this Agreement.
- E. Before any expenses are incurred or funds are expended by EFLHD for the Work, EFLHD and NCDOT will enter into a reimbursable agreement. After execution of the reimbursable agreement, EFLHD will obtain authority to expend reimbursable funds for the completion of the Work. EFLHD will submit monthly invoices to NCDOT which include all necessary documentation as agreed to by the parties to reimburse EFLHD for eligible Work expenditures as outlined in this Agreement. Within 30 days of receipt of the monthly invoices, NCDOT will review and, if acceptable, NCDOT will make payment. The EFLHD will not perform the Work until the reimbursable agreement is executed.
- F. The EFLHD and NPS will execute a separate interagency agreement to provide funding to complete tasks that are performed by NPS per this Agreement. EFLHD will provide NCDOT copies of NPS billing documentation to support such expenditures for the Work.
- G. If the EFLHD or NPS's costs are anticipated to exceed the funds thus made available to the EFLHD in the reimbursable agreement, the EFLHD will request additional funds in time to have the additional funds in place before funds are exhausted in accordance with Article II.C. All

Work will cease until additional funds are received by the EFLHD. If costs are less than anticipated for the Work, the reimbursable agreement will be amended during the closeout process.

- H. EFLHD will maintain separate financial records for this Work and will track and monitor all funds provided to it.
- I. Upon completion of the Work or as soon as the financial records for the Work are closed, the EFLHD will initiate closure of the reimbursable agreement with the NCDOT within 60 days.
- J. This Agreement may be terminated by mutual written consent of all parties with 30 days written notice of the termination to the Points of Contact included herein. This Agreement may also be terminated if either the NEPA process or funding availability requires a change and the Parties are not able to agree to the change. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. Any costs incurred by EFLHD and NPS up to the point of termination will be considered allowable and will be paid for by NCDOT. Costs generated after the termination date will not be allowable. All funds remaining after termination will be returned to the appropriate Parties as included in Article II. Section I.

### **ARTICLE III: GENERAL TERMS AND CONDITIONS**

- A. This Agreement contains the entire agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by a Supplemental Agreement in writing signed by all of the Parties.
- B. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.
- C. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the Articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.
- D. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- E. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.

- F. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.
- G. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.
- H. All parties to the Agreement will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.
- I. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.
- J. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law
- K. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a party, shall be received and processed by the party having responsibility for the particular injury-causing condition, under the law that governs such party.
- L. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- M. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
- N. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- O. The Parties will abide by the provisions of 18 U.S.C. §1913 (Lobbying with Appropriated Monies).

- P. Contracts entered into by any Federal Agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.
- Q. Nothing in this Agreement shall be construed as in any way impairing the general powers of the parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- R. This Agreement shall be in force and effect and shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of all Parties. This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been approved by the Parties in writing.
- S. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- T. It is the policy of the NCDOT not to enter into any agreements with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Parties confirm that their contractors are not excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.
- U. The Parties agree to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation.
- V. The Parties, and all agents, will ensure that all contractors, sub-contractors, or sub-recipients agree to comply with Title 49 CFR Part 32.400, Drug-Free Workplace requirements and/or Federal Acquisition Regulation (FAR) Subpart 23.5, Drug Free Workplace.
- W. By Executive Order 24 and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

**ARTICLE IV: KEY OFFICIALS AND CONTACTS**

Designated points of contact for the coordination of this project are as follows:

<u>Key Official</u>	<u>Point of Contact</u>
A. For the NCDOT: Mr. Michael L. Holder, PE Chief Engineer North Carolina Department of Transportation Transportation Building 1 S. Wilmington St. Raleigh, NC 27601 Phone: (919) 707-2500 Email: <a href="mailto:mholder@ncdot.gov">mholder@ncdot.gov</a>	Mr. Glenn Mumford, PE State Roadway Design Engineer North Carolina Department of Transportation Transportation Building 1582 Mail Service Center Raleigh, NC 27699-1582 Phone: (919) 707-6200 Email: <a href="mailto:gmumford@ncdot.gov">gmumford@ncdot.gov</a>
Mr. Bobby Lewis, PE Chief Operating Officer Interim Administrator of the Technical Services Division North Carolina Department of Transportation Transportation Building 1 S. Wilmington St. Raleigh, NC 27601 Phone: (919) 707-2800 Email: <a href="mailto:rlewis1@ncdot.gov">rlewis1@ncdot.gov</a>	
B. For the NPS: Mr. John Slaughter Superintendent Blue Ridge Parkway  U.S. Dept. of the Interior National Park Service 199 Hemphill Knob Road Asheville, NC 28803 Phone: Email: <a href="mailto:john_slaughter@nps.gov">john_slaughter@nps.gov</a>	Mr. Andy Otten Project Specialist Denver Service Center Blue Ridge Parkway U.S. Dept. of the Interior National Park Service 199 Hemphill Knob Road Asheville, NC 28803 Phone: (828) 776-0067 Email: <a href="mailto:Andy_Otten@nps.gov">Andy_Otten@nps.gov</a>

C. For the FHWA-NC Division:

Mr. John Sullivan, PE  
Division Administrator  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7000  
Email: [John.Sullivan@dot.gov](mailto:John.Sullivan@dot.gov)

Mr. James Martin, PE  
Major Projects Engineer  
Federal Highway Administration  
North Carolina Division  
310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
Phone: (919) 747-7008  
Email: [James.Martin@dot.gov](mailto:James.Martin@dot.gov)

D. For the EFLHD:

Mr. Kurt Dowden  
Chief of Business Operations  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (571) 434-1598  
Email: [Kurt.Dowden@dot.gov](mailto:Kurt.Dowden@dot.gov)

Mr. Michael Tessitore, PE  
Project Manager  
Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166  
Phone: (703) 948-1404  
Email: [michael.tessitore@dot.gov](mailto:michael.tessitore@dot.gov)

## **ARTICLE V: FUNDING LIMITATIONS**

Nothing in this Agreement shall be interpreted to require obligations or payments in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall terminate if funds cease to be available. The NCDOT will immediately notify all parties in writing if funds cease to be available and the Agreement will terminate in accordance with Article II.J.

## **ARTICLE VI: STANDARDS**

EFLHD shall complete the Work (design) in accordance with the current applicable American Association of State Highway Transportation Officials (AASHTO), FHWA, Manual of Uniform Traffic Devices Control (MUTCD) and NCDOT standards and guides in cooperation with NCDOT.

## **ARTICLE VII: DISPUTE RESOLUTION**

Disputes should be resolved at the lowest level possible. The dispute should be clearly defined in writing and understood by all Parties. Any dispute between the Parties that cannot be resolved by the Project points of contact shall be formally presented in writing to the Chief Engineer of NCDOT, the





MOA-DTFH71-15-X-50014 – Amendment 1  
Interstate 26

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
BLUE RIDGE PARKWAY**



8/8/17


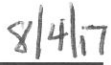
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Mr. John Slaughter  
Superintendent

Date

MOA-DTFH71-15-X-50014 – Amendment 1  
Interstate 26

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
NORTH CAROLINA DIVISION**

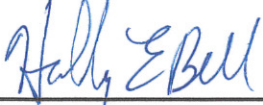
 

Mr. John Sullivan, PE  
Division Administrator

Date

MOA-DTFH71-15-X-50014 – Amendment 1  
Interstate 26

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

  
for Mr. Kurt Dowden      8/24/2017  
Chief of Business Operations      Date

## ATTACHMENT A Scope of Work

The Scope of Work and estimated engineering costs under this Memorandum of Agreement are based on, but not limited to, the following activities:

**Project Management** – Necessary communication and coordination of various preliminary, intermediate, and final design activities within the EFL, NPS and NCDOT, coordination of EFLHD and NPS participation of design and/or construction inspection support during construction, and manage schedule and budget (57 staff-days).

**Alignment Alternatives** – The projection of at least three alternative horizontal and vertical alignments that satisfy the purpose and need of the project. Develop typical sections, preliminary earthwork, and prepare construction schedules and engineer's estimates for design alternatives (21 staff-days).

**Bridges Alternatives** – Type size and location drawings for various bridge alternatives including a retrofit/modification of the existing bridge, steel girder bridge alternative, and concrete bridge alternatives based on various alignment alternatives (120 staff-days).

**Design Visualization** – 3D renderings of each alternative alignment and bridge for use as part of Public Meetings, NPS Value Analysis and Design Board approvals (10 staff days).

**Environment** – Assistance to the NPS to prepare necessary NEPA documentation to meet both NPS and FHWA NEPA requirements. Participation with NPS in necessary activities to complete NEPA compliance; including to fully prepare and analyze NEPA alternatives, and work with NCDOT staff to appropriately coordinate and incorporate NPS documentation into the Draft and Final EIS (77 staff-days).

**Supplemental Survey** – Additional survey to supplement NCDOT provided survey as necessary for final design (37 staff-days).

**Geotechnical Analysis** – Evaluation of existing geotechnical information, field borings (and appropriate material lab testing) at each abutment/pier location for foundation assessment and design recommendations (136 staff-days).

**Bridge and Roadway Approach Design** – Design bridge and bridge approaches through the 100% final design. The following deliverables are anticipated:

- **Deliverable #1** – This deliverable includes preliminary/conceptual bridge plans, conceptual construction sequencing plans, and conceptual demolition plans.
- **Deliverable #2** – Preliminary (30%) design submittal. The deliverable will include updated preliminary/conceptual bridge plans, conceptual construction sequencing plans, conceptual demolition plans, a title sheet, survey control sheets, location map(s), typical sections, plan sheets which include horizontal and vertical alignment for the realigned roadway, and a construction estimate as applicable.

- **Deliverable #3** - Intermediate (70%) design submittal. The deliverable will include bridge plan sheets, typical sections, a construction sequencing plan, a demolition plan for the existing bridge, geotechnical information, a title sheet, survey control sheets, location map(s), typical sections, summary of quantities, plan sheets which include horizontal and vertical alignment for the realigned roadway and ancillary drainage design associated with the new roadway alignment (roadside ditches and culverts), erosion control narrative and erosion control plans, temporary traffic control plans for the Parkway, pavement marking and signing plans for the Parkway as appropriate, roadway cross sections, project-specific specifications to supplement NCDOT specifications as appropriate, and an Engineer's Estimate construction cost estimate, as applicable. Design calculations can be provided upon request.
- **Deliverable #4** - Final (100%) design submittal. The deliverable will include updated bridge plan sheets, design calculations, typical sections, a construction sequencing plan, a demolition plan for the existing bridge, geotechnical information, a title sheet, survey control sheets, location map(s), typical sections, summary of quantities, plan sheets which include horizontal and vertical alignment for the realigned roadway and ancillary drainage design associated with the new roadway alignment (roadside ditches and culverts), erosion control narrative and erosion control plans, temporary traffic control plans for the Parkway, pavement marking and signing plans for the Parkway as appropriate, roadway cross sections, project-specific specifications to supplement NCDOT specifications as appropriate, and an Engineer's Estimate construction cost estimate, as applicable.
- **Deliverable #5** – Deliver updated and signed and sealed final (100%) plans to NCDOT for incorporation into project I-4700B or as appropriate. Plans will be signed and sealed with a single global seal intended to cover all disciplines.
- Five 11" x 17" plan set hard copies will be provided with each deliverable. All deliverables will also be provided electronically in PDF format. Microstation CADD files will be provided upon request.

(1,375 staff-days).

Multi-discipline EFLHD Internal Reviews – Geotech, Pavements, Hydraulics, Traffic, Construction, and other relevant EFLHD sections review each distribution concurrently with external partner review periods (105 staff-days).

Field Review Design Coordination Meetings – Travel to site and meet with NPS and NCDOT partners to review and discuss major deliverables (42 staff-days).

Support During Construction – Provide design assistance during construction as appropriate. Review/approve shop drawings as necessary. Inspector services are not included in the estimated cost and will need to be evaluated at a later date (208 staff-days).

Final Inspection – Participate in final inspection of the constructed project and provide recommendation to NPS to accept the bridge (10 staff-days).

NPS Activities - NPS work necessary to complete the NEPA compliance including coordination with SHPO, Value Analysis (VA) and Choosing by Advantages (CBA) facilitation and

MOA-DTFH71-15-X-50014 – Amendment 1  
Interstate 26

documentation, and approval through the NPS Design Advisory Board. Design reviews of EFLHD and NCDOT design submittals, participate in field reviews, support during construction, participate in final inspection, and final acceptance (\$75,000).

**ATTACHMENT B**

**Work Schedule**

<b>Activity</b>	<b>Estimated Completion</b>
Develop draft alignment/bridge alternatives for draft EIS for submittal to NCDOT	<i>Completed</i>
Complete alignment/bridge alternatives for NPS Value Analysis	<i>Completed</i>
NPS Value Analysis and Choosing by Advantage Study	<i>Completed</i>
Complete Archeological Report and updated Natural Resources Technical Report	<i>Completed</i>
Publish draft EIS (NCDOT)	<i>Completed</i>
Submit MOA amendment to NPS solicitor's office for review	August 2017
Distribute agreement for signature	August 2017
Coordinate funds transfer between NCDOT and EFL	August 2017
Distribute updated 30% preliminary bridge plans, construction sequencing, and demolition plans for review and discussion	<i>Completed</i>
NPS Design Advisory Board review and approval	<i>Completed</i>
Distribute 30% preliminary roadway and bridge design package for review	August 2017
30% review and resolution meeting	September 2017
Prepare final EIS documentation for submittal to FHWA-NC	August 2017
Final Section 106 MOA (signed and sent to ACHP)	April 2018
Distribute 70% intermediate roadway and bridge design package for review	April 2018
70% on-site resolution and plan-in-hand review	May 2018
Publish final EIS/ROD (NCDOT)	May 2018
NPS adoption of final EIS and NPS ROD	June 2018
Distribute 100% final roadway and bridge design package for review	November 2018
100% review and resolution meeting	December 2018
Deliver updated and signed and sealed final plans to NCDOT for incorporation into project I-4700B2700B or as appropriate	February 2019



# United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Asheville Field Office  
160 Zillicoa Street Suite #B  
Asheville, North Carolina 28801



November 2, 2017

Mr. John F. Sullivan, III  
Division Administrator  
Federal Highway Administration  
310 New Bern Avenue, Suite 410  
Raleigh, North Carolina 27601

Dear Mr. Sullivan:

In October 2016, you received a Department of Interior letter providing comments on the Draft Environmental Statement for the proposal to widen I-26 in Buncombe and Henderson Counties, North Carolina, Project I-4400/4700. This letter was a compilation of comments from the National Park Service, Blue Ridge Parkway and the US Fish and Wildlife Service, Asheville ES Office. Given that the I-26 widening project is progressing and we anticipate entering formal section 7 Endangered Species Act consultation for several species, including Gray bat and Appalachian elktoe, for the record we would like to clarify a section of the comment letter that, as stated, was not entirely accurate. The following paragraph from page 4 reads:

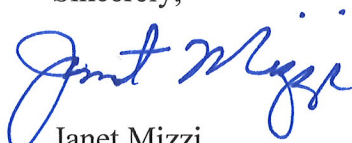
*As recent as September 19, 2016, the NPS and U.S. Fish and Wildlife Service (FWS) biologists found Indiana bats in the area of potential effect on the Parkway. The following mitigation needs to be included in a separate MOA that is currently being developed: To avoid adverse impacts to Indiana bats, emergent and/or acoustic surveys shall be conducted prior to removal of trees if the work would be conducted between April 15 and August 15; no significant tree removal within 5 miles of known hibernacula between April 1 and November 15.*

The FWS was not involved in the National Park Service acoustic survey efforts referenced in 2016. These efforts, while suggesting the potential of species occurrence near the Blue Ridge Parkway in Buncombe County, were not conclusive. Our recommendation at the time was for further monitoring in the 2017 field season to gather information about bats and bat movement in the project area, primarily focused on the federally endangered gray bat (*Myotis grisescens*). Extensive acoustic monitoring work conducted by NCDOT during the summer of 2017 was analyzed using two USFWS approved automated acoustic bat ID software programs. All calls identifying the genus *Myotis* (any species) by the two programs, were vetted and revealed no calls consistent with Indiana bat (*Myotis sodalis*).



As we are currently in consultation for the project regarding all federally listed species in the project area, we wanted to ensure that the record was clear as to our position on Indiana bats at this time. If you have questions or concerns regarding this information, please call or email Marella Buncick, NCDOT Liaison or Susan Cameron, our bat lead for Western North Carolina at 828 258-3939.

Sincerely,



Janet Mizzi  
Field Supervisor

Electronic cc: Marissa Cox, NCDOT



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

North Carolina Division

August 20, 2018

310 New Bern Avenue, Suite 410  
Raleigh, NC 27601  
(919) 856-4346  
(919) 747-7030  
<http://www.fhwa.dot.gov/ncdiv/>

In Reply Refer To:  
HDA-NC

Ms. Janet Mizzi  
Field Supervisor  
U.S. Fish and Wildlife Service  
Asheville Field Office  
160 Zillicoa Street  
Asheville, NC 28801  
Attn: Ms. Marella Buncick

Dear Ms. Mizzi:

The Federal Highway Administration (FHWA) requests initiation of formal consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973 (ESA), as amended, for potential effects to:

- the Gray bat (*myotis grisescens*; MYGRD) federal status – endangered, and
- the Appalachian elktoe (*Alasmidonta raveneliana*) federal status – endangered.

This formal consultation is for the proposed widening of Interstate 26 (I-26) from US 25 in Henderson County to the Interstate 40 (I-40) and interstate 240 (I-240) interchange in Buncombe County. WBS No. 34232.1.1/360301.1, Federal Aid Project No. NHF-26-1(62)23/IMNHF-026-1(86)9, STIP No. I-4400/I-4700.

We have concluded the proposed action will incur a biological conclusion of “May Affect-Likely to Adversely Affect” call for the gray bat (*myotis grisescens*; MYGRD) and the Appalachian elktoe (*Alasmidonta raveneliana*).

Please review the attached BA and provide us with your Biological Opinion for the species in question. If you have any questions, please contact Felix Davila at (919) 747-7021 or [felix.davila@dot.gov](mailto:felix.davila@dot.gov)

Sincerely,

For John F. Sullivan, III, PE  
Assistant Division Administrator

Attachments:

Biological Assessment & Appendices

cc: MARRISA COX, NCDOT, BIOLOGICAL SURVEYS GROUP (WO ATTACHMENT)

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT DTFH71-15-X-50014  
 FOR ENGINEERING AND DESIGN SUPPORT FOR THE  
 BLUE RIDGE PARKWAY BRIDGE OVER INTERSTATE 26  
 BUNCOMBE COUNTY, NC  
 Project NC ST BLRI I26 NEPA

THIS SECOND AMENDMENT (hereinafter referred to as the "Amendment") made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the North Carolina Department of Transportation, hereinafter referred to as the NCDOT, the U.S. Department of the Interior, National Park Service, hereinafter referred to as the NPS, the U.S. Department of Transportation, Federal Highway Administration's North Carolina Division, hereinafter referred to as the FHWA-NC and the United States Department of Transportation, Federal Highway Administration, Eastern Federal Lands Highway Division, hereinafter referred to as the EFLHD; and

WHEREAS, the NCDOT, NPS, FHWA-NC and the EFLHD previously entered into an agreement on July 15, 2015, (FHWA Agreement Number DTFH71-15-X-50014) to jointly participate in engineering services to complete preliminary design sufficient to obtain NPS Design Advisory Board approval as well as National Environmental Policy Act (NEPA) documentation and National Historic Preservation Act (NHPA) compliance, hereinafter referred to as the PROJECT; and

WHEREAS, FHWA Agreement Number DTFH71-15-X-50014 was amended in August 2017 to, among other things, increase the scope of services to complete the design through 100% of the Blue Ridge Parkway Bridge over Interstate 26 and provide design support during construction for the PROJECT; and

WHEREAS, NCDOT, NPS, FHWA-NC and the EFLHD now seek to increase the design funding for the PROJECT by \$360,000.

NOW, THEREFORE, witness that for and in consideration of the promises and mutual covenants and agreements contained herein, FHWA Agreement Number DTFH71-15-X-50014 is further modified as follows:

- Article II, item C is hereby amended and replaced with the following:  
 The estimated costs for the Work (based on the Scope of Work and Schedule described in Attachments A and B) are as follows:

Activity	Estimated Cost
Original MOA to complete preliminary design sufficient to obtain NPS Design Advisory Board approval, NEPA documentation and NHPA compliance:	\$350,000
Original MOA agreement amount increased on 6/6/17, per Reimbursable Agreement DTFH71-15-X-50030, Amendment No. 2	\$300,000

Estimated additional EFLHD Engineering Services cost to design the project through 100% and provide signed/sealed package:	\$1,525,000
Estimated EFLHD Engineering Services cost for efforts during construction, review/approve shop drawings as appropriate, and participate in final inspection of the project:	\$200,000
Estimated NPS design review cost through 100%, project review during construction, and final inspection of the project:	\$100,000
Estimated NPS cost for efforts in support of site revegetation including invasive plant eradication and management, soil and seed testing, native seed production, native shrub and tree propagation and production.	\$160,000
<b>Total Estimated Cost:</b>	<b>\$2,635,000</b>

The costs above are estimated only and will be adjusted during the design process to include the actual costs of such services limited to a maximum of \$2,635,000. Any costs above the maximum amount must be approved in writing by all Parties in a Supplemental Agreement prior to the work being performed.


- Attachment A Scope of Work is hereby amended and replaced with the following:
  - Under “Bridge and Roadway Approach Design,” “1,375 staff-days” is replaced with “1,575 staff-days.”
  
- Attachment B Work Schedule is hereby amended and replaced with the following:
  - The completion date for the “100% review and resolution meeting” activity is changed from December 2018 to November 2018.
  - The completion date for the “Delivery updated and signed and sealed final plans to NCDOT for incorporation into project I-4700B/2700B or as appropriate” activity is changed from February 2019 to December 2018.

Remaining provisions, terms and conditions of FHWA Agreement No. DTFH71-15-X-50014 to the extent not amended herein shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

Approved By the Board of  
Transportation:

  
\_\_\_\_\_  
Mr. Tim M. Little, PE  
Chief Engineer


8/10/18  
\_\_\_\_\_  
Date

8-2-2018  
\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
BLUE RIDGE PARKWAY**

*Mr. J.D. Lee*      *9/4/18*  
\_\_\_\_\_  
Mr. J.D. Lee      Date  
Superintendent

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
NORTH CAROLINA DIVISION**

  
\_\_\_\_\_  
Mr. John Sullivan, PE                      9/18/18  
Division Administrator                      Date

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION**



9/21/18

Mr. Kurt Dowden

Date

Chief of Business Operations

