



Central Virginia Transportation Authority (CVTA)



NOTES

This meeting is open to the public. Members of the public are invited to attend in person or virtually. Please alert the CVTA at CVTA@PlanRVA.org if electronic transmission of this meeting fails for the public. Please refer to our [Statement Regarding Virtual Meeting Participation by Members of the Public](#) for more information.

Check out our complete [Public Participation Guide](#) online to learn about the different ways you can stay connected and involved.

Meetings are also live streamed and archived on our YouTube Channel at [Plan RVA - YouTube](#).

Members of the public are invited to submit public comments either verbally or in writing. Written comments can be submitted through the Q&A/Chat function on Zoom by email to CVTA@PlanRVA.org. Written comments will be read aloud or summarized during the meeting when possible and will be included in the meeting minutes. Verbal comments will be taken during the Public Comment Period on the agenda. Please indicate by raising your hand (in-person participants, where applicable) or through the Q&A/Chat functions on Zoom (virtual participants) if you would like to comment. When acknowledged by the Chairman, please clearly state your name so that it may be recorded in the meeting minutes.

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PlanRVA is where the region comes together to look ahead. Established in 1969, PlanRVA promotes cooperation across the region's nine localities and supports programs and organizations like the Richmond Regional Transportation Planning Organization, Central Virginia Transportation Authority, the Emergency Management Alliance of Central Virginia, Lower Chickahominy Watershed Collective and Don't Trash Central Virginia.

AGENDA

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

Friday, April 28, 2023, 9:00 a.m., PlanRVA James River Boardroom,
424 Hull Street, Suite 300, Richmond, VA 23224 and via Zoom

If you wish to participate in this meeting virtually, please register via Zoom at the following link:
https://planrva-org.zoom.us/webinar/register/WN_5gD4GecSSemHJDdNVPhqJw

Call to Order (Carroll)

Pledge of Allegiance (Carroll)

Certification of a Quorum (Firestone)

Welcome and Introductions (Carroll)

A. ADMINISTRATION

1. Confirmation of Member Participation from a Remote Location

(as needed/Carroll)

Action requested (if there are member requests to participate remotely): motion to confirm that the Chair's decision to approve or disapprove the member(s) request to participate from a remote location was in conformance with the CVTA Policy for Remote Participation of Members; and, the voice of the remotely participating member(s) can be heard by all persons at the primary or central meeting location (voice vote).

2. Consideration of Amendments to the Agenda

(Carroll)

3. Approval of March 31, 2023, CVTA Meeting Minutes – page 3

(Carroll)

Action requested: motion to approve CVTA meeting minutes as presented (voice vote).

4. Open Public Comment Period

(Carroll/5 minutes)

5. CVTA Chairman's Report

(Carroll/10 minutes)

B. COMMITTEE REPORTS

1. CVTA Finance Committee Update

(30 minutes)

- a. Finance Committee Chair's Report** *(Peterson)*
- b. Financial Activities and Investment Reports** *(Parsons)* – page 8
- c. Financial Policies and Procedures** *(Parsons)* – page 11
Discussion item: Presentation from PFM and Finance Committee's revised Financial Policies and Procedures recommendation.

2. CVTA Technical Advisory Committee (TAC) Update

(Clarke/15 minutes)

- a. TAC Chair's Report**
- b. Project Selection and Allocation Framework** – page 32
Action requested: Motion to approve revised Project Selection and Allocation Framework.
- c. Advanced Funding for CVTA Leveraged Projects** – page 49
Action requested: Motion to approve locality requests to advance 30% preliminary engineering.
- d. CVTA-Locality SPA Requests** – page 50
Action requested: Motion to approve CVTA-Locality agreements for projects specified through enclosed SPA requests.
- e. CVTA Wayfinding Plan (linked)**
Action requested: Motion to approve CVTA staff to enter contract negotiations with the selected consultant.

C. OTHER BUSINESS

- 1. CVTA Leadership and CVTA Finance Committee Membership Rotation Discussion**
(Carroll/10 minutes)
- 2. Agency Update**
(10 minutes)
- 3. CVTA Member Comments**

D. ADJOURNMENT

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY MEETING MINUTES
Friday, March 31, 2023, 9:00 a.m.

PlanRVA James River Board Room and via Zoom

Members Present:

Jurisdiction/ Agency	Member	Present	Absent	Designee	Present	Absent
Town of Ashland	John H. Hodges	X		Daniel McGraw		X
Charles City County	Byron Adkins, Sr.			William Coad	X	
Chesterfield County	Kevin P. Carroll, Chair	X		Christopher Winslow		X
Goochland County	Neil Spoonhower	X		Susan Lascolette		X
Hanover County	W. Canova Peterson	X		Sean M. Davis		X
Henrico County	Frank J. Thornton	X		Patricia S. O'Bannon		X
New Kent County	Patricia A. Paige	X		John Lockwood		X
Powhatan County	Michael W. Byerly			Steve McClung		X
City of Richmond	Mayor Levar M. Stoney, Vice Chair	X		Michael Jones		X
VA House of Delegates	Delegate Roxann Robinson	X		N/A		
Senate of Virginia	Vacant			N/A		
Commonwealth Transportation Board	Carlos M. Brown		X	N/A		

Non-Voting Ex-Officio

Agency	Member	Present	Absent	Designee	Present	Absent
CRAC	Perry J. Miller	X		N/A		
GRTC	Sheryl Adams	X		Adrienne Torres		X
RMTA	Joi Taylor Dean	X		N/A		
VDRPT	Jennifer DeBruhl		X	Zach Trogden		X
				Tiffany Dubinsky	X	
VDOT	Stephen Brich		X	Dale Totten (A)		X
				Mark Riblett (A)		X
Virginia Port Authority	Stephen A. Edwards		X	Cathie J. Vick		X
				Barbara Nelson		X

The technology used for the CVTA meeting was a web-hosted service created by Zoom and YouTube Live Streaming and was open and accessible for participation by members of the public. A recording of this meeting is available on our [Plan RVA YouTube Channel](#).

Virtual participation of this meeting by members of the authority is authorized under the City of Richmond Res. No. 2020-R025, - declaration of a local emergency due to the potential spread of COVID-19, adopted March 16, 2020. The resolution is available [here](#).

Call to Order

The Central Virginia Transportation Authority (CVTA) Chairman, Kevin P. Carroll, presided and called the March 31, 2023, Central Virginia Transportation Authority meeting to order at 9:00 a.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Carroll.

Welcome and Introductions

Chair Carroll welcomed all attendees.

A. ADMINISTRATION

1. Confirmation of Member Participation from a Remote Location

Chair Carroll announced there were no requests from members to participate remotely.

2. Consideration of Amendments to the Meeting Agenda

There were no requested amendments to the agenda.

3. Approval of February 24, 2023, CVTA Meeting Minutes

On motion by Levar M. Stoney, seconded by Frank J. Thornton, the Authority voted to approve the CVTA meeting minutes as presented (voice vote).

4. Open Public Comment Period

There were no citizens present in-person or virtually wishing to offer public comments.

5. CVTA Chairman's Report

Chair Carroll reported on work done with the vendor on the hiring of the CVTA Executive Director. A candidate list is being compiled and Chair Carroll will ask other members to participate in the interviews.

B. COMMITTEE REPORTS

1. CVTA Finance Committee Update

a. CVTA Finance Committee Chair's Report

W. Canova Peterson, Finance Committee Chair, reported on the March meeting. He noted that the income and investment reports were favorable. The CVTA/Locality SPA was reviewed and the committee recommended full Authority approval.

b. Financial Activities and Investment Reports

Chet Parsons, PlanRVA, provided this report and noted that PFM will be providing a presentation on investments at an upcoming meeting. He reviewed the financial and investment reports and offered to answer any questions.

c. CVTA / Locality SPA Agreement

Eric Gregory reviewed the final agreement. Mr. Peterson reiterated that the Finance Committee recommended approval of the agreement.

On motion by W. Canova Peterson, the Authority voted unanimously to approve the Standard Project Agreement for Funding and Administration for use with Central Virginia Transportation Authority-funded regional projects that are locally-administered

by CVTA member jurisdiction wherein the project is located. (roll call vote, see Appendix A).

2. CVTA Technical Advisory Committee (TAC) Update

a. CVTA TAC Chair's Report

Dironna Moore Clarke, CVTA TAC Chair, reviewed the items heard by the committee at the March meeting. TAC is in the final steps to prepare and present recommendations to the Project Selection and Allocation Framework and will finalize their recommendations at the April 10th committee meeting. The recommendations will be on the April CVTA agenda. Chair Carroll asked that the proposed changes be forwarded to members prior to the April meeting.

Patricia A. Paige arrived at 9:23 a.m.

C. OTHER BUSINESS

1. CVTA Leadership Rotation Discussion

John H. Hodges reported on the work done last year by the nominating committee and the current recommendations for CVTA leadership rotation and CVTA Finance Committee membership rotation. The proposed rotation as well as a draft non-binding governance document regarding the matter was distributed.

There was a discussion about the proposed rotation of the Finance Committee membership. Having each of the rotating jurisdictions serve consecutive years to allow for continuity was suggested.

The matter will be brought back to the Authority for more discussion and potential action in the near future.

2. Commonwealth Transportation Board (CTB) Updates

Chair Carroll reported that the Governor will appoint a new CTB representative to the CVTA effective July 1, 2024. He stressed the importance of ensuring the new CTB representative be a person who will be able to provide the level of service the current representative, Carlos Brown, has provided. He reported that Tim Davey has expressed an interest in the position. He reported that Mr. Davey would be an excellent candidate for the CVTA and noted his knowledge and experience.

There was a discussion about formally thanking Carlos Brown for his excellent service and contributions to the CVTA. A letter and/or formal resolution was discussed. A possible scholarship was also suggested.

Ms. Paige presented an update to the CVTA Finance Committee report. She noted that the committee recognized International Woman's Day. She reported on the other items heard by the committee.

3. CVTA Calendar Discussion

Mr. Parsons reviewed the proposed FY24 schedule for the Authority, Finance Committee, TAC and Fall Line Working Group. Committee members discussed moving the Finance Committee start time to 9:00. It was noted that December 1, 2024, will be Frank Thornton's last meeting as a member of the CVTA.

On motion by Levar M. Stoney, seconded by John H. Hodges, the voted unanimously to approve the FY24 meeting calendar as amended to move the CVTA Finance Committee meeting start time to 9:00 a.m. (voice vote).

4. CVTA Member Comments

Chairman Carroll reported that the Governor has been invited to be the key note speaker at the joint annual meeting on June 1st.

Neil Spoonhower commented that there may be discussion needed on the scope of the CTA Executive Director's role. Chair Carroll noted this was included in the direction to the search firm.

Chair Carroll reported that he and Mr. Parsons have been to all localities except for Goochland to provide a CVTA update. A presentation to the Goochland Board of Supervisors has been scheduled. He thanked Mr. Parsons for his assistance with the presentations.

Frank Thornton expressed his appreciation to Chair Carroll and Mr. Parsons for the presentation to the Henrico Board of Supervisors.

Mr. Parsons provided a recap of the RRTPO Transportation Forum that was held March 17th. He noted PlanRVA partnered with ChamberRVA to plan and execute the event, which drew 100 attendees. The topics focused on big ideas in transportation. A follow-up survey was conducted and responses so far have been very favorable.

Chair Carroll also commented that December 1st will be Delegate Robinson's last meeting as a member of the CVTA.

Perry Miller, CRAC, and Sheryl Adams, GRTC, were asked to consider preparing brief presentations to the CVTA on their organizations.

Perry Miller commented that COVID cases are still having a major impact on travel. He reminded everyone to remember to use the two-hour rule. He also reported that Jacksonville, Los Angeles, Providence, Islip and Minneapolis will be added as destinations from Richmond beginning in May.

D. ADJOURNMENT

Chair Carroll adjourned the meeting at approximately 10:02 a.m.

Approve the Standard Project Agreement for Funding and Administration for use with Central Virginia Transportation Authority-funded regional projects that are locally-administered by CVTA member jurisdiction wherein the project is located.

Motion as presented:

Members	Population*	Weighted Votes	UNWEIGHTED				Voting Check	Population "Yays"	WEIGHTED	
			"Yay"	"Nay"	Abstain	Absent			"Yay"	"Nay"
Ashland	7,873	1	1				Ok	7,873	1	0
Charles City	6,773	1	1				Ok	6,773	1	0
Chesterfield	364,548	4	1				Ok	364,548	4	0
Goochland	24,727	2	1				Ok	24,727	2	0
Hanover	102,106	3	1				Ok	102,106	3	0
Henrico	334,389	4	1				Ok	334,389	4	0
New Kent	22,945	2			1		Ok	-	0	0
Powhatan	30,333	2			1		Ok	-	0	0
Richmond	226,610	4	1				Ok	226,610	4	0
Delegate		1	1				Ok		1	0
Senator		1			1		Ok		0	0
CTB Member		1			1		Ok		0	0
* Census 2020	1,120,304	26	8	0	0	4	12	1,067,026	20	0

A "Valid" vote requires all 12 members to have their vote marked "Yay", "Nay", "Abstain" or marked "Absent".

OVERALL VOTE = **PASS**

Voting Check	VALID
Quorum Present	YES
4/5 Population in Affirmative	PASS

Quorum:

A majority of the voting members of the Authority (or designees) shall constitute a quorum. There are 12 voting members, therefore at least 7 members must be present to constitute a quorum.

Quorum Present **YES**

Decisions of the Authority shall require an affirmative vote of those present and voting whose votes represent at least four-fifths of the population embraced by the Authority; however, no motion to fund a specific facility or service shall fail because of this population criterion if such facility or service is not located or to be located or provided or to be provided within the county or city whose chief elected officer's or elected official's, or its respective designee's, sole negative vote caused the facility or service to fail to meet the population criterion.

A. Four-fifths of the pop. embraced by the Authority =

896,243

B. Pop. of voting members (cities & counties) present & voting in the affirmative =

1,067,026 ← **PASS**

If B. is less than A., vote **FAILS**.

If B. is greater than or equal than A., motion **PASSES**.

If B. is less than A., motion **FAILS**.

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
Tax Collections and Allocations
For the Fiscal Year Ended June 30, 2023

	June Tax Activity 09/30/22	July Tax Activity 10/31/22	August Tax Activity 11/30/22	September Tax Activity 12/31/22	October Tax Activity 01/31/23	November Tax Activity 02/28/23	December Tax Activity 03/31/23	YTD	LTD
Local Distribution Fund									
Receipt of Taxes:									
Sales and Use Tax	\$ 13,407,200	\$ 13,047,777	\$ 13,542,014	\$ 12,840,817	\$ 12,813,800	\$ 15,805,441	\$ 11,981,650	\$ 93,438,699	\$ 344,572,169
Local Fuels Tax	4,078,688	4,255,546	4,387,566	4,341,669	4,141,037	4,284,362	4,266,361	29,755,229	121,676,494
Total Receipt of Taxes	<u>17,485,888</u>	<u>17,303,323</u>	<u>17,929,581</u>	<u>17,182,486</u>	<u>16,954,837</u>	<u>20,089,803</u>	<u>16,248,011</u>	<u>123,193,929</u>	<u>466,248,662</u>
Cash Outflows & Transfers:									
Transfers:									
Operating Fund	694,720	-	-	-	-	-	-	694,720	1,694,720
Regional Fund	5,876,909	6,056,163	6,275,353	6,013,870	5,934,193	7,031,431	5,686,804	42,874,723	162,593,880
Payments to GRTC	2,518,675	2,595,498	2,689,437	2,577,373	2,543,226	3,013,470	2,437,202	18,374,881	69,683,091
Total transfers	<u>9,090,304</u>	<u>8,651,662</u>	<u>8,964,790</u>	<u>8,591,243</u>	<u>8,477,419</u>	<u>10,044,901</u>	<u>8,124,006</u>	<u>61,944,324</u>	<u>233,971,691</u>
Local Distributions:									
Ashland	28,516	27,594	29,180	28,144	27,294	29,636	26,246	196,611	779,815
Charles City	53,451	51,573	86,851	40,999	46,647	52,502	40,546	372,569	1,422,848
Chesterfield	2,417,341	2,501,579	2,529,843	2,431,882	2,414,277	2,880,788	2,320,440	17,496,151	66,946,413
Goochland	210,245	207,704	217,923	234,866	198,075	221,185	213,798	1,503,796	5,755,281
Hanover	1,182,336	1,182,679	1,204,312	1,175,714	1,163,194	1,260,634	1,101,662	8,270,532	32,196,282
Henrico	2,638,257	2,906,859	2,925,750	2,772,313	2,709,460	3,414,716	2,552,740	19,920,095	74,566,770
New Kent	205,264	194,779	187,894	184,025	211,067	210,414	182,203	1,375,645	5,533,195
Powhatan	189,371	194,965	193,847	192,606	190,330	187,570	167,620	1,316,309	5,180,378
Richmond	1,470,804	1,383,930	1,589,189	1,530,694	1,517,075	1,787,455	1,518,749	10,797,896	39,895,990
Total local distributions	<u>8,395,584</u>	<u>8,651,662</u>	<u>8,964,790</u>	<u>8,591,243</u>	<u>8,477,419</u>	<u>10,044,901</u>	<u>8,124,006</u>	<u>61,249,604</u>	<u>232,276,972</u>
Local Distribution Fund ending balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (0)</u>
Operating Fund									
Beginning balance, July 1, 2022								\$ 332,130	
Transfer from Local Distribution Fund	\$ 694,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	694,720	
Prior year accounts payable	-	-	-	-	-	-	-	-	
Payment of operating costs	-	-	(101,268)	-	-	(99,892)	-	(201,160)	
Interest income	544	2,453	2,853	2,992	3,222	2,770	3,052	17,887	
Operating Fund ending balance	<u>\$ 695,264</u>	<u>\$ 2,453</u>	<u>\$ (98,414)</u>	<u>\$ 2,992</u>	<u>\$ 3,222</u>	<u>\$ (97,122)</u>	<u>\$ 3,052</u>	<u>\$ 843,577</u>	
Regional Fund									
Beginning balance, July 1, 2022								\$ 120,023,557	
Transfer from Local Distribution Fund	\$ 5,876,909	\$ 6,056,163	\$ 6,275,353	\$ 6,013,870	\$ 5,934,193	\$ 7,031,431	\$ 5,686,804	42,874,723	
Interest income	149,625	121,165	158,060	539,807	684,662	256,669	607,719	2,517,706	
Regional Fund ending balance	<u>\$ 6,026,534</u>	<u>\$ 6,177,328</u>	<u>\$ 6,433,413</u>	<u>\$ 6,553,677</u>	<u>\$ 6,618,855</u>	<u>\$ 7,288,100</u>	<u>\$ 6,294,523</u>	<u>\$ 165,415,987</u>	

Notes:

* Activity month is reported. CVTA receives funds three months after the activity month



FEBRUARY 2023

MONTHLY INVESTMENT REPORT

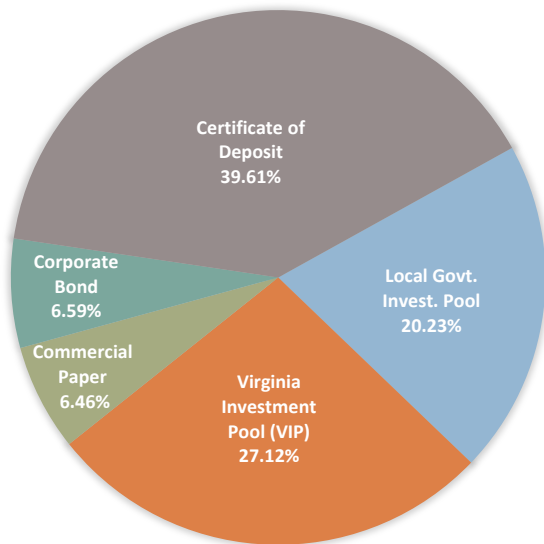
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 INVESTMENT OFFICER
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This investment report for February 2023 is presented in accordance with the Investment Policy of the Treasurer of Chesterfield County, Virginia. The objective of the policy is to obtain the highest possible yield on available financial assets, consistent with constraints imposed by safety objectives, cash flow considerations and the laws of the Commonwealth of Virginia that restrict the placement of public funds. All investments held are in compliance with this policy.

Investments at a glance (as of 2/28/2023)

Total Book Value	\$151,830,659.99
Average Days to Maturity	116
Yield to Maturity 365 Day Equivalent	4.57%

Investment Type Allocation



Portfolio Mix	Balance
Local Govt. Invest. Pool (LGIP)	\$30,714,038.13
Virginia Investment Pool (VIP)	\$41,169,143.87
Federal Agency Discount	\$0
Federal Agency Coupon	\$0
Corporate Bond	\$10,000,000.00
Commercial Paper	\$9,810,000.02
Certificate of Deposit	\$60,137,477.97
US Treasury Discount	\$0
Total	\$151,830,659.99

Cumulative Interest Earnings FY2023



Interest earnings through February reflect sharp increases in yields. Cash flow projections provided by the financial advisory committee allow for investments up to one year, while the balance of the portfolio remains in pooled funds. As new funds are received and maturities occur, funds will be invested as cash flow projections allow.

Benchmark Comparisons

The 91-Day Treasury Bill, 6-Month Treasury Bill and the Virginia Treasury Prime Liquidity are used as benchmarks for Central Virginia Transit Authority's (CVTA) portfolio performance. The portfolio outperformed one of the yield benchmarks and two of the year over year change benchmarks for the month of February. Inflation continues to drive short term yields higher.

YIELD BENCHMARKING			
	CURRENT YIELD	YEAR AGO	YoY CHANGE
Portfolio	4.57%	0.15%	4.42% pts
91-day T-Bill	4.79%	0.31%	4.48% pts
6-month T-Bill	4.97%	0.64%	4.33% pts
Va. Treas. Prime Liq.	3.85%	0.32.%	3.53% pts

Compliance Report

The Treasurer's Investment Policy specifies limits on categories of investments to obtain diversification and avoid incurring unreasonable risk inherent in over-investing in specific instruments. CVTA's Investment Portfolio is in compliance with the Treasurer's Investment Policy.

Investment Category	Code of Virginia			Treasurer's Investment Policy			February Actual %
	Maximum Maturity	Authorized % Limit	Rating Requirement	Maximum Maturity	Authorized % Limit	Rating Requirement	
Local Government Investment Pool (LGIP)	N/A	100%	N/A	N/A	100%	N/A	20.23%
Virginia Investment Pool Trust Fund (VIP)	N/A	100%	N/A	N/A	100%	N/A	27.12%
Federal Agency Discount	No Limit	100%	N/A	5 Years	100%	N/A	0%
Federal Agency Coupon	No Limit	100%	N/A	5 Years	100%	N/A	0%
Corporate Bonds	5 Years	100%	AA/Aa	5 Years	100%	AA/Aa	6.59%
Commercial Paper	270 Days	35%	A1/P1/F1/D1	270 Days	35%	A1/P1/D1	6.46%
Certificate of Deposit	5 Years	100%	A1/P1/AA/Aa	5 Years	100%	A1/P1/AA/Aa	39.61%
U.S. Treasury Discount	No Limit	100%	N/A	5 Years	100%	N/A	0%

Understanding Key Investment Terms

Local Government Investment Pool (LGIP)	A State-administered fund that enables governmental entities to realize the economies of large-scale investing and professional funds management.
Virginia Investment Pool Trust Fund (VIP)	A fund, administered by the Virginia Municipal League (VML) and Virginia Association of Counties (VACo), that provides political subdivisions of the Commonwealth of Virginia the ability to pool their funds and invest under the direction and daily supervision of a professional fund manager.
Federal Agency Discount	Fixed income government agency obligations priced below par and maturing in more than one year.
Federal Agency Coupon	Fixed income government agency obligations with a stated interest rate and maturing in more than one year.
Corporate Bonds	Corporate Bonds are debt securities issued by publicly-held corporations to raise money for expansion or other business needs with a rating from at least two agencies of Aa by Moody's Investor Service, Inc., AA by Standard and Poors, Inc. or AA by Fitch, and a maturity of no more than five years.
Commercial Paper	"Prime Quality" paper with a maturity of 270 days or less and rated at least prime 1, A-1, or F-1 by the major credit rating agencies.
Certificate of Deposit	Negotiable certificates of deposits of domestic banks and domestic offices of foreign banks with a rating of at least A-1 or P-1 for maturities one year or less, and AA or Aa for maturities over one year and not exceeding five years.
U.S. Treasury Discount	Fixed income government securities priced below par and maturing in less than one year.



Central Virginia Transportation Authority

PFM Presentation

April 28, 2023

PFM Financial
Advisors LLC

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Suite 590
Arlington, VA 22203

www.pfm.com



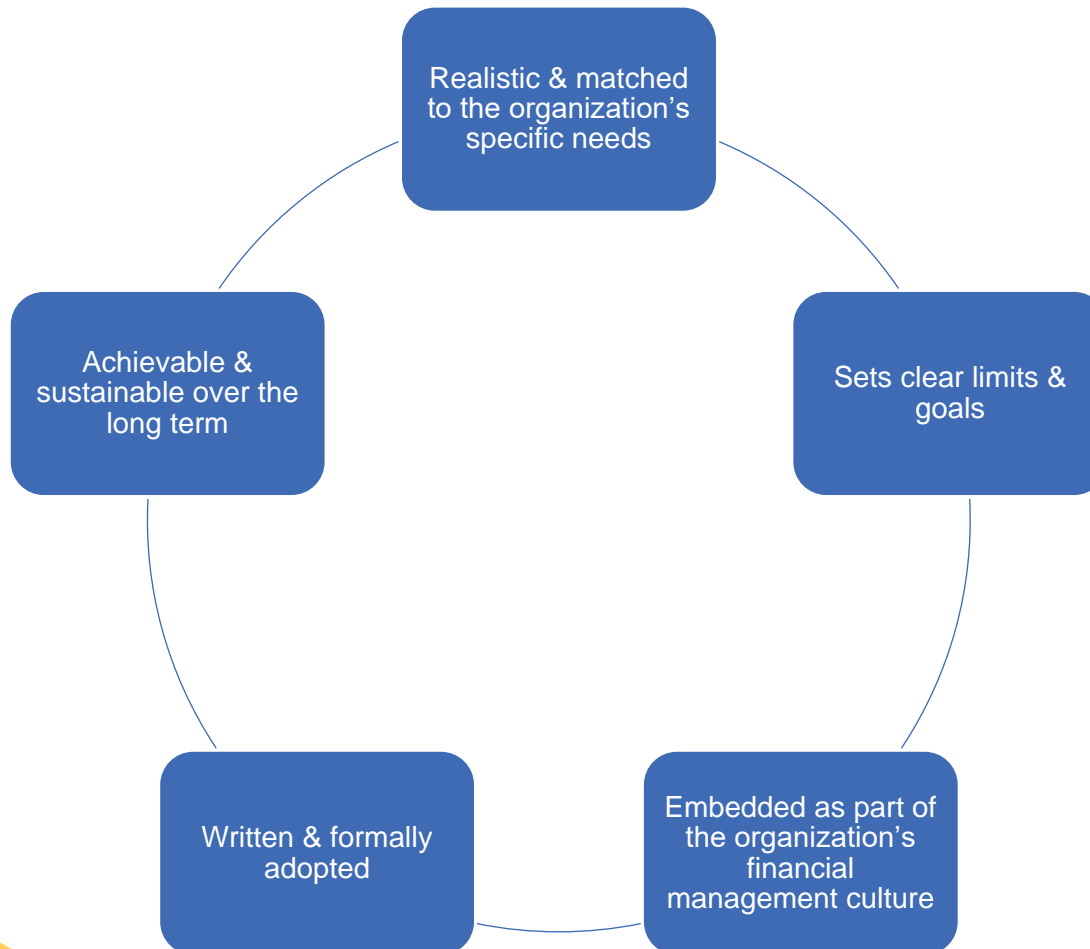
Presentation Overview

- ◆ Objective: Provide information only, no action required
- ◆ Review elements of debt and reserve policies
- ◆ Q&A



Elements of Effective Policies

CVTA adopted its existing Financial Policies and Procedures in February of 2021.





CVTA's Existing Financial Policies and Procedures

- ◆ CVTA's existing Policies cover the following:
 - ◆ Establish CVTA's roles and responsibilities
 - ◆ Establish framework for strong internal controls and processes
 - ◆ Ensure proper management, review, and approval of financial transactions
 - ◆ Achieve operational efficiencies through standardization of practices
- ◆ Currently, CVTA's Policies do not include any debt policies
 - ◆ Inclusion of debt policies is a best financial management practice
 - ◆ Debt policies ensure long term affordability of debt and supports high credit ratings
- ◆ PFM recommends a revision & update to the existing Policies to include:
 - ◆ Debt service coverage requirement
 - ◆ Working capital reserve requirement



How to Evaluate CVTA's Debt Affordability

- Most of CVTA's member localities use a debt service as % of Budget (expenditures or revenues) and a debt to assessed value ratio to measure its General Obligation Bonds debt capacity
- The industry standard ratio used to evaluate dedicated tax backed bonds and revenue bonds is known as a debt service coverage (DSC) ratio
- The DSC is a ratio of net revenue available for debt service in a given year divided by annual debt service
 - 35% of CVTA Revenues for regional purposes (or a portion of the regional revenues that is pledged) would be in numerator
 - Often times evaluated with maximum annual debt service ("MADS") in the denominator

$$\text{Debt Service Coverage} = \frac{\text{35\% of CVTA Revenues (Sales Tax Portion)}}{\text{Annual Debt Service (or Maximum Annual Debt Service)}} = \frac{\$50\text{M}}{\$25\text{M}} = 2.0 \text{ times (x)}$$

- High ratings typically follow higher coverage, all other factors held equal



CVTA Debt Service Coverage Policy Recommendation

- ◆ PFM recommends that of the CVTA's regional revenues, that the Authority only pledge and use **sales tax revenues** to pay debt service on any bonds that are issued
- ◆ Subsequently, the numerator of the debt service coverage policy should be sales tax revenues only
- ◆ As for the level, PFM recommends a 2.0x minimum coverage requirement
- ◆ Proposed language to be inserted under the CVTA Financial Policies Regional Revenue (35% Funds) section:

The ratio of sales tax revenues portion of the annual Regional CVTA Funds to annual senior lien debt service will be a minimum of 2.0 times.



Comparable Structures

If CVTA's targets a minimum debt coverage of 2.0x, the Authority will likely be rated in the double A category. At 2.0x coverage ratio, CVTA can issue approximately \$300 million in debt.

	NVTA Senior Lien	HRTAC Senior Lien	I-81 Senior Lien
Pledged Revenues	Sales (\$270m)	Sales (\$146m) & fuels (\$55m)	Fuels (\$71m)
Moody's/S&P/Fitch	Aa1/AA+/AA+	Aa2/AA/NR (long term bonds)	Aa1/AA-/NR
As of Date	June 2020	April 2022	July 2021
Select Features			
Additional Bonds Test (Historical Rev./Max. Annual Debt Service)	2.0x	2.0x	2.0x



Working Capital Reserve – Background

- ◆ A working capital reserve is dollars set aside to help achieve financial stability and flexibility, and provide a cushion against unexpected events that could impact cash flow
- ◆ Under CVTA's Regional Project Selection & Allocation Framework, the Authority has adopted a general programming methodology that only allocates a certain targeted % of funds to projects to cover cost increases and allow for project selection in the future
- ◆ PFM views this as a planning and programming guidance/practice, as opposed to a reserve
- ◆ PFM recommends removal of references to “reserve” in describing this practice in the Regional Project Selection & Allocation Framework to promote clarity and distinction from the Authority's working capital reserve



Working Capital Reserve – Background

- ◆ Since CVTA is a regional planning organization that provides funding opportunities, and the Authority does not implement or construct projects, the primary purpose of the working capital reserve would be help CVTA manage its cash flow based on timing mismatches between revenue receipt and the disbursement of funds
- ◆ Examples include:
 - ◆ Actual Regional Revenues are less than projected
 - ◆ Requests for disbursement of funds occur sooner than expected



Working Capital Reserve Recommendation

- CVTA's Financial Policies states "Fund or maintain a Working Capital Reserve in an amount determine by CVTA Finance Committee"
- Define the working capital reserve requirements in the existing Financial Policies and Procedures
 - Initially set at an amount equal to 3 months of the budgeted, annual Regional CVTA funds, which equal to approximately \$17 million
- To be reevaluated once project expenditures occur, and standard project agreements are approved, by June 30, 2025
- Proposed language to be inserted under the CVTA Financial Policies Regional Revenue (35% Funds) section:

CVTA will maintain a Working Capital Reserve equal to at least 3 months of the budgeted, annual Regional CVTA Funds. If tapped, the Chief Financial Staff of the CVTA will develop a plan to restore the Working Capital Reserve to its minimum level over a period not to exceed 18 months. The Authority will revisit the level of this reserve no later than June 30, 2025, to reflect its actual cash flow patterns and expenditure reimbursements.



Working Capital Reserve – Possible Funding Strategy

- ◆ Consider utilizing investment earnings from Regional Revenues
 - ◆ YTD through 2/28/2023 (6 months) total \$1.9 million*
 - ◆ If the investment earnings on the Regional Revenues remain in line for the remainder of the FY, total earnings may be close to \$4 million
- ◆ Consider using any actual Regional Revenues that came in over forecasted amount
 - ◆ YTD through 2/28/2023 (6 months) collected \$37.2 million*
 - ◆ Forecasted FY 2023 Regional Revenues total \$67.5 million*
 - ◆ Actual FY 2022 Regional Revenues totaled \$72 million*
 - ◆ If actual FY 2023 Regional Revenues come in close to FY 2022 levels, \$4.5 million is available
- ◆ The Authority can allocate the remaining dollars necessary to fully fund the working capital reserve at its next six-year planning cycle
- ◆ CVTA could also fully fund the working capital reserve as part of its next debt issuance by identifying a project (planned to be funded with cash) to fund with bonds, creating cash flow to fully fund the working capital reserve

*Source: CVTA.



Q & A

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

Financial Policies and Procedures

December 9, 2020

Revised February 10, 2021

Approved February 26, 2021

Revised April 12, 2023

This policy document establishes policies and procedures for the financial management of the Central Virginia Transportation Authority (Authority). The objectives of these policies include:

- Achieve strong internal controls and adequate design over financial accounts and processes
- Proper review and approval of financial transactions
- Operational efficiency, standardization and compliance with accounting and reporting best practices

Roles and Responsibilities

- I. **Authority.** The Authority is responsible for administering the Central Virginia Transportation Fund, established by § 33.2-3701 of the *Code of Virginia* ("Fund"), providing broad financial guidance and oversight of the Funds, to include approval of Fund distributions, budget parameters, annual program plans, and the annual budget.
- II. **Finance Committee.** The Finance Committee shall be responsible for advising the Authority on all financial matters and overseeing financial activities undertaken by professional staff, including:
 - A. Reviewing, commenting on, and recommending the annual revenue projections, budget, and any budget amendments.
 - B. Overseeing the Authority's financial policies (e.g. bond, investment, procurement) and making appropriate recommendations.
 - C. Monitoring contracts for services.
 - D. Monitoring expenditures for compliance with policies and guidance of the Authority.
 - E. Approving the audit work plan supporting the annual preparation of financial statements, including meeting with the auditor before the audit begins and when it has concluded.
 - F. Reviews all financial reports.
 - G. Reviews adherence with internal controls
 - H. Reviews and approves all non-budgeted expenditures within the Administrative and Operating Budget.
 - I. Assisting with other financial activities as may be directed by the Authority.
- III. **Chief Financial Staff** (*as identified by the Authority*)
 - A. Manage the Authority's finances on a day-to-day basis.
 - B. Execute the Authority-approved budget(s).
 - C. Develop financial mechanisms/procedures to ensure financial accountability and transparency.
 - D. Ensure that there are written procedures (financial operation policies) for the fiscal operation of the Authority.
 - E. Provide monthly/quarterly/annual management reports and financial

management reports.

F. Develops and prepares annual budget.

IV. Fiscal Agent(s)

A. Assist CVTA Chief Financial Staff, as needed.

B. Provide agreed upon supports described in the Fiscal Agent Agreement (s), which is incorporated by reference and attached hereto.

Financial Management and Operations

I. **Purpose.** This policy establishes general guidance for the financial management of the CVTA. The objectives of these policies include:

A. Establishing a framework for strong internal controls and processes.

B. Ensuring proper management, review, and approval of financial transactions.

C. Achieving operational efficiencies through standardization of practices.

II. **General Guidelines.** Financial planning and budgeting shall comply with the following guidelines:

A. Consistency with Authority policies, strategic plan, project plans, and expressed priorities.

B. Clarity with respect to any assumptions used in budget development.

C. Manage cash flow of tax revenues appropriated by the Commonwealth of Virginia.

D. Allocating funds consistent with the Code of Virginia and CVTA bylaws.

E. The CVTA administrative and operating budget funds are to be allocated from the Fund prior to allocations to Fund recipients, per § 33.2-3701(D) of the *Code of Virginia*.

F. Planning and budgeting process that provides for Authority approval of an annual budget by May 15th.

G. The financial condition of the Authority shall be reviewed by the Finance Committee on a quarterly basis and the Authority annually, or as necessary.

H. Annually, the Finance Committee and the Authority will review the annual audited Financial Statements.

I. Administrative and Operating Budget expenditures shall be consistent with the approved budget. The Chief Financial Staff may make minor operating budget adjustments (\$10,000 or less) between program areas at his/her discretion; however, major adjustments (>\$10,000) shall have the advance approval by the Finance Committee.

III. Banking and Accounts

A. The designated representative of the CVTA Fiscal Agent for banking services, upon authorization from the Authority, and with the assistance of the CVTA Administrator, opens and closes all bank and other financial accounts.

B. The Finance Committee will review expenditures from all accounts. Transfers among funds and local distributions according to the Virginia Code may be made administratively according to the procedures for disbursements within that fiscal agent's policies. A designated representative(s) of the Fiscal Agent for cash management may be authorized to sign checks and make disbursements from the administrative and operating bank account based on

properly approved documentation authorizing the disbursement.

C. In all cases, expenditures must be consistent with the approved budget or a separate approval by the Authority. Additional procedures must be followed when making disbursements of regional project funds or GRTC funds, as further described herein.

D. No petty cash or other 'Cash on Hand' will be permitted.

IV. Advisory Services

The designated representative of the CVTA Fiscal Agent, in conjunction with the financial advisory firm as provided via the fiscal agent agreement for advisory services, will make necessary recommendations to the finance committee on a range of topics including but not limited to: investments, reserve levels, and the consideration of any future debt issuances.

V. Investments

A. **General.** This statement of investment policy establishes policies for the safeguarding and efficient management of Authority funds and for the purchase, sale, and custody of investment instruments. The goal is to minimize risk and to ensure the availability of cash to meet Authority expenditures, while generating revenue from the use of funds, which might otherwise remain idle.

B. Objectives.

1. The primary objectives of the Authority's investment activities, in priority order, are safety, liquidity, and yield.
2. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles. This objective shall take into account constraints as to acceptable risk, the characteristics of the Authority's cash flows, and the funding expectations of approved projects.
3. The Authority shall utilize a third-party investment service as provided by the fiscal agent for financial advisory services to accomplish objectives a and b, in conjunction with the Investment Agent, as provided for through the Fiscal Agent Agreement.
4. The Investment Agent, as provided for through the Fiscal Agent Agreement, shall, annually provide an investment strategy and plan to the Finance Committee.

VI. Annual Audit

The designated representative of the CVTA Fiscal Agent will, in conjunction with a certified 'Vendor', provide advice and consultation, review of financial records and work with the Auditor of Public Accounts (APA) or their selected vendor who performs the annual audit for the Authority.

A. **Audit Requirements.** The *Code of Virginia* § 30-140, requires that all authorities, boards and commissions having financial transactions in excess of \$25,000 shall file an audit report within 90 days after the close of the fiscal year

with the Auditor of Public Accounts.

1. The Code of Virginia § 33.2-3703 requires the Auditor of Public Accounts, or his legally authorized representatives, shall annually audit the financial accounts of the Authority, and the cost of such audit shall be borne by the Authority. The audit must be conducted in accordance with generally accepted auditing standards and Government Auditing Standards.
2. The Auditor of Public Accounts requires the CVTA's financial statements be prepared in accordance with the provisions of the Governmental Accounting Standards Board (GASB).
3. The *Code of Virginia* § 30-140, requires the CVTA to publish a summary statement of financial condition in a newspaper of general circulation based on its locality. The minimum statement should include total assets, liabilities, and fund balances; total revenues, expenditures, and other sources or uses; and, the resulting net change in fund balances.

General Operating and Administrative Funds

I. General.

- A. Administrative and Operating Funds shall be used to support the general operations of the Authority.

II. Responsibilities.

A. CVTA Administrator.

1. The Chief Financial Staff will be responsible for preparing and presenting the annual budget for the General Administrative and Operating account for review and recommendation for approval to the Authority by the Finance Committee.
2. Funding for the Administrative and Operating account shall come from the total of funds received in the first transfer for the fiscal year. Distributions described below pursuant to Virginia Code will be made following set aside for the administrative and operating budget.
 - a) All subsequent distributions for the fiscal year described below pursuant to the Virginia Code will be made from the total revenues transferred by the Commonwealth.
3. The CVTA Administrator will provide the Finance Committee with reports on expenditures incurred.

B. CVTA Fiscal Agents, in coordination with the CVTA Administrator.

1. The Lead staff of the Fiscal Agent for cash management services has primary responsibility to ensure Administrative and Operating Funds are properly safeguarded and managed.
2. The Lead staff of the Fiscal Agent for the audit services as review responsibility to ensure Administrative and Operating Funds are properly safeguarded and managed.
3. The CVTA Administrator has primary responsibility for reviewing requests for payments and submitting for approval when deemed appropriate. The Administrator is also responsible for maintaining records of all expenditures of the Fund.
4. The Lead staff of the Fiscal Agent for cash management services will manage the Authority's cash position to ensure availability of funds to

- meet payment requests.
- 5. The CVTA Administrator will provide the Finance Committee with reports on expenditures.
- 6. The Lead staff of the Fiscal Agent for audit services will review all reports prior to submission to the Finance Committee and Authority.

Local Distribution (50% Funds)

I. General.

- A. The Authority, through the fiscal agent for banking services, will segregate funds received from the Commonwealth of Virginia after setting aside funds necessary to support the annual administrative and operating budget between 50% Local Distribution Funds, 15% GRTC Funds, and 35% Regional Revenue Funds as soon as practicable.
- B. The Authority, through the fiscal agent for banking services, will segregate and distribute Local Funds to jurisdictions based on the proportionate share of each jurisdiction's sales and gas tax each month.
- C. Localities will be required to certify and accept the transfer amounts before funds are disbursed and confirm receipt.
- D. Each jurisdiction shall deposit its Local Funds received from the CVTA into a separate, special fund.
- E. Local Funds must be spent in compliance with the Central Virginia Transportation Authority Act and the CVTA bylaws.
- F. Each jurisdiction is required to provide the Finance Committee a quarterly report on expenditures and must provide CVTA an annual report on expenditures by August 1 each year in the format required by the CVTA. If the annual report is not received by August 1, transfers of the current fiscal year will cease until the certification is submitted in good form.

Regional Revenue (35% Funds)

I. General.

A. Regional Funds shall be used to:

- 1. Fund ~~or and~~ maintain a Working Capital Reserve ~~in an amount determined by CVTA Finance Committee equal to at least 3 months of the budgeted, annual Regional CVTA Funds. If tapped, the Chief Financial Staff of the CVTA will develop a plan to restore the Working Capital Reserve to its minimum level over a period not to exceed 18 months. The Authority will revisit the level of this reserve no later than June 30, 2025, to reflect its actual cash flow patterns and expenditure reimbursements.~~
- 2. Fund cost of issuance and other debt-related fees and services, and debt service payments undertaken by the CVTA. ~~If CVTA decides to debt fund projects, the ratio of sales tax revenues portion of the annual Regional CVTA Funds to annual senior lien debt service will be a minimum of 2.0 times.~~

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3. To fund “pay-as-you-go” (Pay-Go) projects or studies approved by CVTA.

Each project financed by Regional Funds must meet the planning and scoring criteria established by CVTA and must be approved as a regional project through appropriate prioritizing procedures as recommended by the Technical Advisory Committee and approved by the Authority. The planning criteria must be based on an objective and quantifiable analysis that considers the benefits of projects relative to their cost.

- B. The Standard Project Agreement (SPA) incorporated within the Memorandum of Agreement Between the VDOT and the CVTA establishes the roles and responsibilities of each party for projects funded by Regional Revenue Funds.

II. Responsibilities

A. CVTA Administrator.

1. Written requests for supplemental project funding shall be submitted to the CVTA Administrator for review. The CVTA Administrator will present a recommendation to the Finance Committee for consideration. The Finance Committee may make a recommendation on any such request to the Authority for final determination.
2. The CVTA Administrator will advise the recipient in writing of questionable uses of any funding which comes to the Authority's attention. The CVTA Administrator will provide a report of the incident and make recommendations for resolution to the Finance Committee. The Finance Committee will forward the issue and possible resolution to the Authority. Additional funding may be withheld until final resolution of the matter.
3. The CVTA Administrator will provide the Finance Committee with quarterly reports on the status of funding for regional projects and will report the same to the Authority at least annually or as otherwise needed.

B. CVTA Fiscal Agents, in coordination with the CVTA Administrator.

1. Fiscal Agent for cash management:
 - a) has primary responsibility to ensure Regional Revenue Funds are properly safeguarded and managed.
 - b) will manage the Authority's cash position to ensure availability of funds to meet programmed reimbursement requests.
2. Fiscal Agent for audit services
 - a) has review responsibility to ensure Regional Revenue Funds are properly safeguarded and managed.
 - b) will review all reports prior to submission to the Finance Committee and Authority
3. The CVTA Administrator
 - a) will manage the requisition process, as outlined in the Standard Project Agreement, for cash flow purposes to facilitate reimbursement to the recipient within 45 days of receiving a

- completed and approved requisition request.
- b) will provide the Finance Committee with at least quarterly reports on the status of funding for regional projects and will report the same to the Authority at least annually or as otherwise needed.

C. Recipients.

1. Each recipient is responsible to ensure work is performed in accordance with all applicable federal, state, and local laws and regulations, and the SPA.
2. A recipient must acknowledge that the Authority will not be responsible for operating or maintaining the project upon completion.
3. A recipient must comply with will federal and state requirements for other funding sources which may be used to fund the project and certify that it has adhered to all applicable laws and regulations, as well as the requirements of the agreement.

D. Other

1. All payments made from regional funds must be first approved or otherwise certified by the chair and vice-chair of the Finance Committee, or their designees, as well as the host locality for the project or VDOT, whomever is serving as project manager.

GRTC Revenue (15% Funds)

- I.** The Authority will segregate and distribute GRTC funding according to the methodology described in the state code.
- II.** No locality embraced by the Authority shall reduce its local funding for public transit by more than 50 percent of what it appropriated for public transit as of July 1, 2019. Starting in fiscal year 2023, the amount required to be provided by a locality pursuant to the Central Virginia Transportation Authority Act shall be adjusted annually based on the greater of (i) the change in the United States Average Consumer Price Index for all items, all urban consumers (CPI-U), as published by the Bureau of Labor Statistics for the U.S. Department of Labor for the previous year, or (ii) zero.
- III.** GRTC will be required to certify and accept the transfer amounts before funds are disbursed and confirm receipt.
- IV.** GRTC shall deposit the GRTC Revenue (15% Funds) into a separate, special fund.
- V.** GRTC Revenue (15% Funds) must be applied to operating or capital needs as defined in GRTC's Regional Public Transportation Plan which is developed in conformance with the guidelines required by State Code §33.2-286 and as approved by the Authority per the Central Virginia Transportation Authority Act.
- VI.** GRTC is required to provide the Finance Committee a quarterly report on expenditures by November 15, February 15, May 15, and August 15 and must provide CVTA an annual report on expenditures by December 1 each year sufficient documentation, as required by the Authority, showing that the revenues distributed to GRTC were applied in accordance with the Regional Public Transportation Plan. If the annual report is not received by December 1, and no extension is granted by the Authority, transfers of the current fiscal year

will cease until the certification is submitted in good form.

CVTA Regional Project Selection and Allocation Framework – Summary of Proposed Revisions CVTA Finance - April 12, 2023

- Step 1: Project Submissions
 - Funding Cycle and Schedule
 - Changed from every year to every other year coincide with non-Smart Scale years
 - On alternating years, funding requests for existing projects will be considered
 - Clarified that an approved funding scenario is needed in advance of Smart Scale pre-application start date
 - Project Categories and Eligibility
 - Highway Project Category - every applicant may submit one priority highway project outside of the criteria [functional class and volume threshold]
 - Eliminated \$20M minimum total project estimate for PE-Only requests
- Step 2: Project Screening
 - Applicant estimate is submitted using VDOT Cost Estimating Workbook (CEWB)
 - Applicants' estimates and the third-party estimates are reviewed by TAC with TAC making a final recommendation to the full authority
- Step 3: Project Scoring and Ranking
 - Scores will be evaluated to determine the impact of outliers on the normalized scores and may be adjusted to better compare benefits
- Step 4: Project Selection – **Edits shown in RED**
 - CVTA staff will use the project rankings and projected annual allocations to develop a recommended funding scenario considering the guidelines below and following the allocation process described in the subsequent section of the document.
 - **If applicant submits one application for leveraging and one PE-Only application for the same project both funding requests need to be considered independent of the other (as standalone applications).**
 - The distribution of funds should be roughly proportional to the total value of the requested amount per each project category
 - ~~At least one project should be selected from each of the seven project categories~~
 - ~~At least one project should be geographically located in each of the nine member jurisdictions~~
 - Studies should not exceed 5% and PE-Only projects should not exceed 10% of the annual CVTA regional funding
- Leveraging Funds
 - Retained ability for applicant to keep approved leveraging for two cycles
 - If a new leveraging amount is requested and approved, the use of the leveraging will be considered the first attempt
 - The sponsor may request a portion of the leveraging funds, in the amount necessary to develop 30% plans, which will reduce the leveraging accordingly

CVTA Regional Project Selection and Allocation Framework

PROPOSED REVISIONS April 10, 2023

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Overview

The 2020 General Assembly legislation, House Bill 1541, created the Central Virginia Transportation Authority (CVTA), allowing the Richmond region to use specified tax revenues to fund transportation needs of the region (Code of Virginia Section 33.2-3700 - 3713):

The funds for the CVTA are generated through the following sources:

- Sales and use tax of 0.7 percent (revenue collection began October 2020); and
- Wholesale gas tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel (revenue collection began July 2020).

These tax generated funds are to be divided accordingly:

- 15% to the Greater Richmond Transit Company (GRTC) to provide transit and mobility services;
- 35% to the CVTA for regional transportation projects; and
- 50% distributed proportionally to each member locality for local projects which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

CVTA Regional Funds

The CVTA funds designated for regional transportation projects is projected to generate approximately \$65 million per year or \$390 million over a six-year period. In order to spend these funds, state code requires the Authority to develop a prioritization process based on objective analysis that considers the benefits of a project relative to its cost. This framework document serves to outline the process for project selection and allocation. The process should be reviewed and updated after each funding cycle to implement improvements through lessons learned and to remain flexible to changes in available funding (i.e., future bonding capacity).

A motivating factor in establishing the CVTA was the region's desire to fund regional transportation projects which were not likely to be funded through other sources due to their high project costs. It is through this lens that the project selection and allocation process was developed. Member localities and regional transportation partners will engage in a competitive process where projects are submitted for funding. Together, the CVTA members will assess the projects' merit and regional value before determining final allocations.

Project Selection Process

The process for obtaining CVTA regional funding for transportation projects will be selective as regional needs surpass the available funding. To ensure a fair and transparent process, the following four-step project selection process has been developed. A general description of each step is included below.

Step 1: Project Submissions

Funding Cycle and Schedule

The CVTA regional funding cycle will ~~be on an annual basis~~ coincide with non-Smart Scale years (generally odd years). On the alternating years, funding requests for existing projects will be considered.

CVTA staff will work with the CVTA Technical Advisory Committee (TAC) to develop an application schedule with the goal of having an approved funding scenario in advance of the Smart Scale pre-application start date. A calendar of the project selection process will be published each cycle at least a month in advance of the call for projects. CVTA staff will present the project selection schedule to the TAC. All applications and supplemental materials are due by the application deadline. CVTA staff will provide a reminder to TAC before the deadline and indicate the preferred method of submission.

Sponsor Eligibility and Application Limits

All CVTA locality members are eligible to submit requests for CVTA regional funding. The number of applications allowed per locality member will be two times the weighted voting for localities. Refer to Table 1.

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Table 1: CVTA Regional Funds – Application Limit by Sponsor Type

CVTA Member Locality/Agency	Population*	CVTA Weighted Votes	Total Applications
Town of Ashland	7,553	1	2
Charles City County	7,331	1	2
Chesterfield County	333,450	4	8
Goochland County	22,277	2	4
Hanover County	96,460	3	6
Henrico County	320,717	4	8
New Kent County	20,468	2	4
Powhatan County	28,442	2	4
City of Richmond	217,938	4	8
Total Number of Possible Applications =			46

*July 1, 2015 Weldon Cooper

Project Categories and Eligibility

Funding is limited and regional needs are abundant; therefore, criteria was established to constrain the list of eligible projects to focus on projects that would provide regional rather than local benefits. Applications submitted for CVTA regional funding will be classified into seven categories: Highway, Bike/Pedestrian, Transit, Multimodal, Bridge, Studies, and Preliminary Engineering (PE)-Only. Proposed projects must meet the criteria defined in **Tables 2** and **3** to be eligible for CVTA regional funding.

Table 2: Project Categories and Eligibility for CVTA Regional Funding (1 of 2)

Project Category	Eligibility Criteria	Potential Projects
Highway	<ul style="list-style-type: none"> ▪ Limited-Access Roadways <ul style="list-style-type: none"> » No volume threshold criteria » Interstate (e.g., I-95, I-64, I-295) » Freeway (e.g., Route 288, Route 150, Powhite Parkway) ▪ Arterial Roadways <ul style="list-style-type: none"> » Existing Roadways <ul style="list-style-type: none"> – Principal arterial with an existing ADT > 20,000 VPD – Minor arterial with an existing ADT > 20,000 VPD <ul style="list-style-type: none"> • Sources: VDOT Functional Classification Map, VDOT published count book or traffic count data » New Alignments <ul style="list-style-type: none"> – Submitting locality/agency to justify based on: <ul style="list-style-type: none"> • Expected functional classification, supported by comprehensive plan • Projected ADT, within 20 years, that meets 20,000 VPD threshold defined above » Intersections <ul style="list-style-type: none"> – Intersection of two arterials, at least one leg with ADT > 20,000 VPD ▪ Projects on the following high priority corridors are eligible (no functional classification or volume threshold criteria): <ul style="list-style-type: none"> » Arterial Preservation Network (APN) <ul style="list-style-type: none"> – Source: VDOT’s Arterial Preservation program » Corridor of Statewide Significance (CoSS) <ul style="list-style-type: none"> – Source: OIPI’s VTrans2040 the state’s long-range multimodal transportation plan ▪ A map showing eligible roadways based on the above criteria (not including New Alignments) can be found here: https://arcg.is/00q9yL ▪ <u>Every applicant may submit one priority highway project that does not meet outside of the criteria listed above.</u> 	<ul style="list-style-type: none"> ▪ Road widening ▪ Realignment, extension, or relocation ▪ New interchange or interchange modification ▪ Grade separation ▪ Intersection improvements ▪ New road or alignment ▪ ITS improvements
Bike/ Pedestrian	<ul style="list-style-type: none"> ▪ Limited to regional trail networks <ul style="list-style-type: none"> » Regional trail defined as: multi-jurisdictional trail with a defined/conceptual alignment » Infrastructure supporting a regional trail » Spurs that directly connect to regional trails are eligible 	<ul style="list-style-type: none"> ▪ Example regional trails: Fall Line Trail, East Coast Greenway, James River Heritage Trail ▪ Trailheads, parking lots, support stations

ADT = Average Daily Traffic

VPD = Vehicles Per Day

Table 3: Project Categories and Eligibility for CVTA Regional Funding (2 of 2)

Project Category	Eligibility Criteria	Potential Projects
Transit	<ul style="list-style-type: none"> ▪ Limited to leveraging funds/local match funds for other federal and state fund sources, for regional capital transit projects 	<ul style="list-style-type: none"> ▪ Bus Rapid Transit (BRT) ▪ Express Routes ▪ Fixed route or on-demand service ▪ Transit stations or centers
Multimodal	<ul style="list-style-type: none"> ▪ Park and Ride lots ▪ Rail and Port ▪ Limited to leveraging funds/local match funds for other federal and state fund sources, for park and ride lots for construction or expansion; rail and port capacity or capital improvements 	<ul style="list-style-type: none"> ▪ Capacity change in intermodal corridors including highways, navigable waterways, and rail ▪ Intercity passenger rail ▪ New, relocated, and station upgrades
Bridge	<ul style="list-style-type: none"> ▪ Bridge must be on VDOT's State of Good Repair (SGR) eligibility list (posted annually www.virginiadot.org/projects/state-of-good-repair/) and meet CVTA Highway regionally-eligible criteria ▪ SGR eligibility criteria (must meet all three criteria) <ul style="list-style-type: none"> » Bridge reconstruction or replacement projects » Bridge designated structurally deficient/poor condition by VDOT » Bridge on the National Bridge Inventory (NBI) ▪ New bridge projects are not eligible in this category and will be considered in the Highway project category ▪ Bridge rehabilitation and replacement projects that include betterment (adding capacity, bike/pedestrian, etc.) will be categorized in the most appropriate non-bridge category 	<ul style="list-style-type: none"> ▪ Bridge rehabilitation and replacement projects – unsuccessful in securing SGR funds
Studies	<ul style="list-style-type: none"> ▪ Studies involving CVTA regionally-eligible facilities ▪ Studies that are part of an agency's work program will not be considered for CVTA regional funds 	<ul style="list-style-type: none"> ▪ Operational and Safety studies ▪ Interchange access requests (IAR) ▪ Transit feasibility studies ▪ Regional bike/pedestrian alignment studies
Preliminary Engineering-Only	<ul style="list-style-type: none"> ▪ PE-Only projects involving CVTA regionally-eligible facilities with a total project estimate of \$20-M or greater 	<ul style="list-style-type: none"> ▪ Preliminary engineering to clear environmental reviews ▪ Development of construction plans to right-of-way stage

Step 2: Project Screening

All projects requesting CVTA regional funding will be screened by CVTA staff and TAC to ensure that the project is eligible for funding. The following items will be evaluated during project screening:

- Project scope is well defined and includes total cost estimate and requested CVTA regional funding amount.
- Project estimate and schedule is reasonable as determined by a third-party review. Applicant estimate is submitted using VDOT Cost Estimating Workbook (CEWB). Applicants' estimates and the third-party estimates are reviewed by TAC with TAC making a final recommendation to the full authority.
- Submission includes supplemental data and studies, if available and the agency who will administer the project (locality/agency or VDOT).
- For study requests, the regional nature and appropriateness to fund with CVTA regional funds will be considered along with efforts to fund through other study funding programs.
- Projects are not required to be in the Long-Range Transportation Plan (LRTP). The LRTP will be amended to include projects selected for regional funding that are not currently in the plan.

Step 3: Project Scoring and Ranking

Per state code, all projects requesting CVTA regional funding will be prioritized using a data-driven process that considers benefits and cost. Projects will be ranked within each of the seven project categories based on the benefit to cost score. Ranking within each project category allows projects with similar characteristics to be compared against the others. Project scoring will be conducted by CVTA staff. Project categories will be scored using the measures discussed below.

Project Category: Highway, Bike/Pedestrian, Transit, Multimodal, Studies, Preliminary Engineering (PE)-Only

All project categories, except for the Bridge category, will be evaluated using selected goals and performance measures developed for the ConnectRVA 2045 LRTP. The core goals selected for prioritization were 1) Safety, 2) Mobility, and 3) Equity/Accessibility/Economic Development. See Table 4 for descriptions and weighting for each goal and performance measure. The selected goals and performance measures provide the most discernible differences to compare regional improvements. Scoring will be weighted and normalized for each measure and project benefits will be measured against project costs. Scores will be evaluated to determine the impact of outliers on the normalized scores and may be adjusted to better compare benefits. A summary of how the goals and performance measures were selected and a link to the LRTP technical documentation is provided in Appendix I.

Project Category: Bridge

Regionally-eligible bridge projects will be evaluated using VDOT's State of Good Repair (SGR) score to rank and prioritize projects within the Bridge category. VDOT administers the SGR funding program. The SGR program uses five factors to score and prioritize structurally-deficient/poor condition bridge rehabilitation and replacement projects for funding. SGR scoring is conducted by VDOT annually with

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scores posted here <https://www.virginiadot.org/projects/state-of-good-repair/>. The SGR score is based on the five factors described in Table 5~~Table 5~~.

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Table 4: CVTA Regional Scoring for Project Categories: Highway, Bike/Pedestrian, Multimodal, Transit, Studies, PE-Only

Goal	Safety		Mobility		Accessibility			
					Economic Development		Equity	
Goal Weight	38.5%		23%		38.5%			
Performance Measure	Crash Frequency	Crash Rate	Person Throughput	Person Hours of Delay	Access to Destinations	Access to Jobs	Access to Jobs (EJ)	Access to Destinations (EJ)
Performance Measure Weight	70%	30%	50%	50%	30%	30%	20%	20%
Description	Reduction in EPDO of Fatal and Injury Crashes (5-year period)	Reduction in EPDO of Fatal and Injury Crashes per 1 million VMT	Increase in Person Throughput (Peak Period)	Reduction in Person Hours of Delay (Peak Period)	Increase in average access to weighted destinations per 1,000 persons (travel time of 30 minutes for all modes) for all population	Increase in average job accessibility per person	Increase in average job accessibility per person (Total EJ Population within EJ Area)	Increase in average access to destinations per 1,000 persons (travel time of 30 minutes for all modes) for EJ population
Unit of Measure	EPDO	EPDO per 1 Million VMT	Persons	Person Hours	Weighted Destinations per 1,000 Persons	Jobs per Person	Jobs per Person	Weighted Destinations per 1,000 Persons

EPDO = Equivalent Property Damage Only

VMT = Vehicle Miles Traveled

EJ = Environmental Justice

Table 5: CVTA Regional Scoring for Project Category: Bridge

SGR Factor	Importance	Condition	Design Redundancy and Safety	Structure Capacity	Cost Effectiveness
Factor Weight	30%	25%	15%	10%	20%
Description	Traffic volume, truck traffic, detour route, future traffic volume, and key route designations	Measures overall condition of the bridge using detailed condition data compiled from the safety inspection report	Fracture-critical bridges, fatigue prone details, and scour and seismic vulnerability	Consideration of whether the bridge will be posted or has issues with clearances or waterway adequacy	Ratio of actual project cost to the cost for full replacement

Step 4: Project Selection

A six-year program for allocations is developed based on the following steps. Some steps may be iterative in nature until consensus is reached.

- 1) CVTA staff will provide the scored regional projects ranked within each project category to CVTA TAC for an initial review and to the full Authority as an information item.
- 2) CVTA staff will request projected annual allocations for a six-year window of regional funding from the Finance Committee.
- 3) CVTA staff will use the project rankings and projected annual allocations to develop a recommended funding scenario considering the guidelines below and following the allocation process described in the subsequent section of the document.
 - If applicant submits one application for leveraging and one PE-Only application for the same project both funding requests need to be considered independent of the other (as standalone applications).
 - The distribution of funds should be roughly proportional to the total value of the requested amount per each project category
 - ~~At least one project should be selected from each of the seven project categories~~
 - ~~At least one project should be geographically located in each of the nine member jurisdictions~~
 - Studies should not exceed 5% and PE-Only projects should not exceed 10% of the annual CVTA regional funding
- 4) CVTA TAC will review CVTA staff's draft funding scenario, make revisions if necessary and provide a recommended funding scenario to the CVTA Authority, requesting authorization for public review.
- 5) CVTA staff will manage a public comment period consistent with the RRTPO Public Engagement Plan. All comments will be provided to the Authority before they take a final vote on the project selections and allocations.

Project Allocations

Projects selected by the CVTA are programmed for funding according to the project schedule and needs. The allocation of funds by the CVTA is the final step in the project selection process. The following section outlines the CVTA's approach to allocating available funds, addressing funding shortfalls and surpluses, and changing project schedules.

Allocation Process

Order of Allocations

The following order of allocations is used to ensure existing, active projects are funded and prioritized above new projects while maintaining a reserve fund to address cost overruns and changes in available funding.

1. Year 6 funding to balance entry (see target balance below)
2. Additional funding for programmed phases of active projects in Years 1-5, starting with Year 1
3. Next phase of existing projects already approved by the CVTA for Year 6
4. New projects in order of priority and based on available funding

General Programming Guidance

Funds are allocated to projects based on the project schedule and the availability of funds. In general, the allocated funds should cover the entire amount requested for a phase (PE, RW, CN) but may be split over multiple years based on the project schedule and availability of funding. ~~“Leveraging funds used for Smart Scale, will be programmed to allow projects to advance projects ahead of other fund source availability”. CVTA front load so not waiting on SS to start~~

Allocations cover a six-year period consistent with §33.2-3706. The goal of the allocation process is to fully allocate all six years of funding with some funding held in ~~reserve-unallocated balance entry~~ to cover cost increases and allow for new project selection in the future. The target allocation percentages assigned to projects and held in a ~~reserve-unallocated~~ balance entry account is summarized in the table below.

~~“Leveraging funds will be programmed to allow projects to advance projects ahead of other fund source availability”. CVTA front load so not waiting on SS to start~~

Table 6: Balance Entry & Project Allocation Percentages

	Previous	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Projects	100%	90%	85%	80%	75%	70%	65%
Balance	0%	10%	15%	20%	25%	30%	35%

Funding Limits

CVTA regional funds applied to studies should not exceed 5% of the annual CVTA regional funding, approximately \$3.25M. CVTA regional funds applied to PE-Only projects should not exceed 10% of the annual CVTA regional funding, approximately \$6.5M.

Future Commitments

If a project cannot be fully funded within the six-year period covered by the SYIP, the necessary funding for future phases should be documented by year as "future commitments". If the CVTA decides not to commit to funding subsequent phases (as in the case of leveraging funds), this decision should be noted in the allocations and future commitments tables. Documenting future phases and commitments allows for better estimation of available funding prior to the application period. If the available funding for a year is insufficient to cover new projects, the CVTA may elect to only accept applications for cost overruns on existing active projects for the year.

Leveraging Funds

Applicants for CVTA regional funds are encouraged to leverage CVTA funds for outside funding, such as Smart Scale, Revenue Sharing and federal grants, when possible. When a selected project request is intended to support leveraging, the CVTA ~~shall only allocate funds for the first phase of the project, and~~ will program the funds so the project can be delivered as quickly as possible considering the year the complementary fund source will be programmed. The use of the funds for leveraging is documented in

the allocations table. Projects with funding intended for leveraging are not considered active projects until fully funded.

No Change to Leveraging Amount: If the project sponsor is unsuccessful in its first attempt to ~~in~~ obtainingobtain additional funds to ~~complete-fully fund~~ the project, the leveraging funds will be adjusted for inflation and programmed to fit the anticipated allocation year of the complimentary funding source.

Adjusted Leveraging Amount: The project sponsor may request a new amount for leveraging funds. If this new amount is not included in the CVTA recommended funding scenario, the sponsor can adjust the request or retain the amount of the original leveraging (for a second attempt to fully fund). If an adjusted leveraging amount is approved, the sponsor's attempt to fully fund the project will be considered the first attempt with the new leveraging amount.

Funds from Leveraging for PE: TheThe sponsor may request a ~~single funding swap to move the allocation to a later fiscal year within the six-year program to retain~~ a portion of the leveraging funds, in the amount necessary to develop 30% plans for the original project scope. 30%-design may include the following: survey, roadway, bridge and structures, right of way and utility impacts, hydraulics, traffic, and environmental work. T, be made available so that preliminary engineering can begin; however, the leveraging available for the second attempt will be reduced accordingly unless the applicant successfully applies for a new leveraging amount (refer to Adjusted Leveraging Amount). The request for PE funds from the leveraging amount must be made prior to the next CVTA regional application cycle.

~~to allow more time to obtain the needed funding. If the sponsor does not request a swap, or if the sponsor is unsuccessful in the second attempt to obtain funds to fully fund the project, project has already been postponed once,~~ the project funds will be deallocated. The project sponsor may submit a new application for the entire project cost or leveraging to be rescored with other new projects. A subsequent request for ; a partial funding requestleveraging should include documentation to support requested leveraging amount. will only be accepted if the sponsor can show other committed and reasonably expected funding is available to cover the difference (See Appendix IIAppendix II for a definition of "committed and reasonably expected funds").

Cost Overruns

All active projects are initially eligible to request additional funding to cover cost overruns but may become ineligible as described in the "Funding Swaps" and "Quarterly Reporting" sections. Additional funding requests must be submitted during the annual application window. Requests outside the

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normal application window are only accepted for the construction phase when construction costs are over budget. Changes to the project scope will not be accepted as a justification for additional funding. Any request for additional funding must include documentation of the reason for the cost increase. If the request results in a cumulative allocation increase of up to 10% relative to the initial CVTA approved allocation for the phase, CVTA TAC may approve additional allocations. CVTA staff may consider the use of balance entry or funding swaps, which do not negatively impact project schedules, to address overruns.

If the request results in a cumulative allocation increase of more than 10% relative to the initial CVTA approved allocation for the phase, CVTA TAC will review the request and recommend to the CVTA any combination of the following options for their approval:

- Use balance entry funds
- ~~Funding swap, which do not negatively impact project schedules~~
- Reduced project scope
- Use of local or other non-regional CVTA funds
- Deselect and deallocate the project

Surplus Funds

All surplus funds are returned to CVTA balance entry to be reallocated through the CVTA selection and allocation process. Funds are deemed surplus upon project completion or cancellation. Projects that are completed or cancelled are no longer considered active projects and are not eligible for additional funding in the future.

Any CVTA funding on a project that receives additional committed funding from another source is also deemed surplus if the total allocation exceeds the estimated project cost. CVTA staff will identify overfunded projects and reallocate surplus funding. Unlike completed or cancelled projects, projects which are overfunded are still considered active projects, even if all regional funding is removed from the project. As active projects, these projects are eligible for additional funding in accordance with the cost overrun guidelines in the previous section.

Project Development and Reporting

To provide oversight in the use of regional funds, the CVTA has implemented a quarterly reporting requirement for CVTA funded projects, see

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Table 7~~Table 7~~. Project sponsors are expected to complete the quarterly report, according to the following schedule until the project is closed out:

Table 7: CVTA Quarterly Reporting Schedule

Period Covered:	Submission Date:
July 1 – September 30	November 1
October 1 – December 31	February 1
January 1 – March 31	May 1
April 1 – June 30	August 1

A reporting form will be made available on the CVTA website. The report should, at minimum, include the following items:

- Current cost estimate and schedule
- Current phase(s) authorized
- Next major milestone (start preliminary engineering, public involvement, start right-of-way and utility phase, complete right-of-way and utility phase, advertise project for construction, award construction contract)
- Any delays or challenges in implementation

If project quarterly reports have not been submitted, reimbursement or future pay-go payments for the project may be withheld and the project may be ineligible for additional funding for cost overruns.

The CVTA will maintain a CVTA program database on the CVTA website. This page will include a summary of all active and selected projects and their progress toward implementation. This page will be updated with the quarterly reports and after new project selection each year.

Appendix I: Scoring Methodology

All project categories, except for the Bridge category, will be evaluated using selected goals and performance measures developed for the ConnectRVA 2045 LRTP. Scoring will be weighted and normalized for each measure and project benefits will be measured against project costs. For more details on the methodology, please see the LRTP technical documentation found here:

<https://planrva.org/wp-content/uploads/ConnectRVA2045-Project-Evaluation-and-Scoring-Process.pdf>

The performance measures used to prioritize the ConnectRVA 2045 LRTP were reviewed to determine which measures would provide the most discernible differences to compare regional improvements. The core goals selected for prioritization were 1) Safety, 2) Mobility, and 3) Accessibility (Economic Development & Equity). See **Table 4** for descriptions and weighting for each goal and performance measure. These core performance measures were selected for the following reasons:

1. The measures are performance-based and quantify the direct benefit of a proposed improvement.
2. The measures are the most applicable to regional projects.
3. The measures balance the overwhelming impact of cost compared to benefits. This is particularly true for the Highway project category.

Other ConnectRVA 2045 LRTP goals/performance measures, while relevant, were deemed unnecessary for comparing regional projects and excluded for the following reasons:

1. The following measures estimate benefits more qualitatively based on the local proximity of a proposed project to relevant features. These measures do not draw clear distinctions and are less relevant to the benefits of regional projects:
 - » *Economic Development: Connections to Truck Intensive Areas*
 - » *Environmental: Sensitive Features*
 - » *Land Use: Connection to Activity Centers*
2. The following measures do not provide significant differentiation between projects scores and are redundant to performance measures evaluated under the goals Mobility, Equity and Accessibility, Economic Development, Environmental/Land Use:
 - » *Economic Development: Truck Throughput* similar to *Mobility: Person Throughput measure*
 - » *Economic Development: Job Growth* similar to *Equity & Accessibility: Access to Jobs measures*
 - » *Environmental/Land Use: Connection to Activity Centers* similar to *Equity & Accessibility: Access to Destinations measures*
3. The following environmental measures are not necessary to prioritize regional projects because mitigating environmental impacts is part of the project development process:
 - » *Environmental: Sensitive Features, Air Pollution and Vehicle Miles Traveled per Capita*

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Appendix II: Other Funding

The CVTA staff calculates the cost-benefit of a project based on the total cost of the project less any other funding contributions. Funds that are already committed to a project and funds that are reasonably expected are counted as other funding contributions when determining the project cost. Examples of committed and expected funds are listed in the table below.

Table 8: Committed and Expected Funds

Example of Committed Funds	Example of Reasonably Expected Funds
Funds included in the adopted budget of local, state, or federal agency	Funds included in the adopted budget but not yet allocated to a project
Funds awarded by agencies or organizations with project selection authority	Funds in a draft budget or appropriation
Funds included in a constrained Capital Improvement Program (CIP) or a transit agency Development Plan	Funds from future budgets, but consistent with historic levels of the funding source(s)

Supporting documentation must be provided for all outside funding as part of the project application. Examples of documentation include Six-Year Improvement Program (SYIP) project pages, locality or agency budgets or capital improvement programs, or award letters from selecting agencies. Any undocumented other funds will not be counted in calculating the overall cost-benefit score for a project.

Programming requests to advance preliminary engineering (up to 30% plans)

CVTA Regional Leveraged Funds

ID	Title	Total CVTA	TOTAL Est	Request
CVTA-0001	#FLT - DB 2 - Chesterfield, Petersburg, Colonial Heights (Segments 1A - 2B)	\$ -	\$ 39,907,123	
CVTA-0002	#FLT - DB 1 - Ashland, Hanover, Henrico (Segments 7.C2 - 7.C4)	\$ 8,381,111	\$ 17,459,712	
CVTA-0003	#FLT - Commerce Road - Phase II	\$ 27,000,000	\$ 69,063,422	\$ 1,000,000
CVTA-0004	#FLT - C Commerce Road - Phase I	\$ 3,000,000	\$ 12,441,459	
CVTA-0005	#FLT - DB3? - Chesterfield (Segments 2C - 3A)	\$ 25,194,503	\$ -	
CVTA-0006	#FLT - Manchester Bridge (Segment 4E-R)	\$ 1,500,000	\$ -	
CVTA-0007	#FLT - Bryan Park (Segment 6B)	\$ 3,000,000	\$ -	
CVTA-0008	#FLT - Park St (Segment 6C)	\$ 713,000	\$ 1,145,000	
CVTA-0009	#FLT - Lakeside Community Trail Ph 1 (Segment 6D.1)	\$ 396,504	\$ 3,012,000	
CVTA-0010	#FLT - Lakeside Community Trail Ph 2 (Segment 6D.2)	\$ 803,000	\$ 4,199,000	
CVTA-0011	#FLT - Lakeside Community Trail Ph 3 (Segment 6D.3)	\$ 3,073,000	\$ 4,199,000	
CVTA-0012	#FLT - Brook/Hilliard Road Diet (Segment 6E)	\$ 1,037,401	\$ 5,794,000	
CVTA-0013	#FLT - Villa Park Phase (Segment 6G)	\$ 3,706,000	\$ 4,397,000	
CVTA-0014	#FLT - Longdale Trail (Segments 7A - 7C.1)	\$ 26,091,000	\$ 29,277,000	
CVTA-0015	Capital Trail Crossings	\$ 234,000	\$ 234,000	
CVTA-0016	I-64 at Ashland Rd (Rte 623) Interchange - DDI	\$ 33,699,829	\$ 68,267,702	
CVTA-0017	I-64 at Oilville Rd (Rte 617) Interchange	\$ 606,000	\$ 5,126,806	
CVTA-0018	Bottoms Bridge Park and Ride	\$ 200,000	\$ 3,300,003	
CVTA-0019	Stavemill Rd Turn Lane	\$ 1,800,000	\$ 1,800,000	
CVTA-0020	Rte 288 NB Hard Shoulder Running	\$ 8,000,000	\$ 23,411,254	
CVTA-0021	GreenCity Connector Trail and Bridge	\$ 9,978,000	\$ 9,978,000	
CVTA-0022	F Manchester Connection to James River	\$ 6,344,831	\$ 6,344,831	
CVTA-0023	Mayo Bridge Replacement	\$ 5,000,000	\$ 90,000,000	
CVTA-0024	POV Richmond Marine Terminal Access Improvements at I-95/Bells Road	\$ 2,000,000	\$ 2,000,000	
CVTA-0025	RT 288 NB Flyover to Bailey Bridge Connector - PE ONLY	\$ 3,696,750	\$ 3,696,750	
CVTA-0026	N. Gayton Road Interchange at I-64	\$ 4,985,000	\$ 4,985,000	
CVTA-0027	Chippenham Parkway/RT 60 Interchange Improvements	\$ 2,000,000	\$ 2,000,000	
CVTA-0028	Rt. 301 3rd Southbound Lane	\$ 829,858	\$ 1,229,858	
CVTA-0029	W Broad Street Intersection Improvements at Parham Road	\$ 2,611,000	\$ 25,944,691	
CVTA-0030	Rt. 1/Rt. 30 Green-T	\$ 4,954,119	\$ 5,554,119	
CVTA-0031	A Hull Street Phase II (US360)	\$ 6,291,851	\$ 15,178,388	
CVTA-0032	Rt. 301/Rt. 54 Roundabout	\$ 4,524,642	\$ 4,524,642	
CVTA-0033	W Broad Street Improvements - Short Pump	\$ 3,230,000	\$ 27,899,865	
CVTA-0034	I-95/Route 10 Interchange Improvement, Phase II	\$ 17,086,282	\$ 42,274,047	\$ 750,000
CVTA-0035	Magellan Parkway Bridge and Approach Section	\$ 18,572,000	\$ 18,572,000	
CVTA-0036	G Broad Street Streetscape (US250) with Pulse Expansion Phase III	\$ 8,800,000	\$ 22,608,713	
CVTA-0037	Brook Road Improvements - Villa Park Dr to Hilliard Rd	\$ 10,416,000	\$ 10,416,000	
CVTA-0038	Woolridge Road (Route 288 - Old Hundred Road) Extension	\$ 37,578,166	\$ 54,252,500	
CVTA-0039	Staples Mill Road Improvements	\$ 5,670,000	\$ 35,589,278	
CVTA-0040	Woodman Road Improvements - Mountain Rd to Hungary Rd	\$ 27,848,000	\$ 62,569,308	
CVTA-0041	SB 288 Continuous HSR Lane - West Creek Parkway to Route 711	\$ 4,372,138	\$ 43,575,531	
CVTA-0042	Route 360 (Woodlake Pkwy to Otterdale Rd) Widening	\$ 20,000,000	\$ 34,276,877	\$ 750,000
CVTA-0043	Vaughan Road Overpass	\$ 4,662,308	\$ 41,152,852	
CVTA-0044	B Forest Hill Avenue Phase II	\$ 14,645,821	\$ 38,759,741	\$ 800,000
CVTA-0045	I-64 Widening	\$ 100,000,000	\$ 100,000,000	
Total		\$ 474,532,114	\$ 996,417,472	\$ 3,300,000

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0038	Woolridge Rd (Rt 288 – Old Hundred Rd) Extension	112974	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project”; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY’s administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
 - b. Maintain accurate and complete records of the Project’s development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
- d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
- e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.

3. The CVTA shall:

- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
- b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.

4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this

Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

COUNTY OF CHESTERFIELD, VIRGINIA:



Signature

Dr. Joseph P. Casey

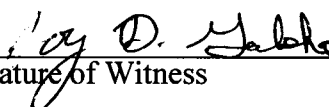
Typed or printed name of signatory

County Administrator

4/14/23

Title

Date



Signature of Witness

4/14/23

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Chesterfield
CVTA Project Name:	Woolridge Rd (Rt. 288 - Old Hundred Rd) Ext
CVTA Project Number:	CVTA-0038
UPC Number (If Applicable):	112974
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Nate Mathis
Scope of Services:	CN
Allocated Project Funding Amount:	\$37,578,116

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	N/A
Survey	N/A
Utility Designation (If Applicable)	N/A
Geotechnical Engineering Report	N/A
Conceptual Design Phase Submittal (If Applicable)	N/A
Approved NEPA Document (If Applicable)	N/A
Preliminary Design Phase Submittal	N/A
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	4/1/2024
End Construction	9/1/2026

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0034	I-95/Rt 10 Interchange Imp, Phase II	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
 - b. Maintain accurate and complete records of the Project’s development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
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11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

COUNTY OF CHESTERFIELD, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Chesterfield
CVTA Project Name:	I-95/Rt 10 Interchange Improvements, PH II
CVTA Project Number:	CVTA-0034
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Chessa Walker
Scope of Services:	PE
Allocated Project Funding Amount:	\$750,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	6/1/2023
Survey	8/1/2023
Utility Designation (If Applicable)	9/1/2023
Geotechnical Engineering Report	1/1/2024
Conceptual Design Phase Submittal (If Applicable)	2/1/2024
Approved NEPA Document (If Applicable)	3/1/2024
Preliminary Design Phase Submittal	6/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0025	RT 288 NB Flyover to Bailey Bridge Connector	N/A	Chesterfield

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WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project"; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

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2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
 - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
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4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

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5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
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11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

COUNTY OF CHESTERFIELD, VIRGINIA:



Signature

Dr. Joseph P. Casey

Typed or printed name of signatory

County Administrator

4/14/23

Title

Date



4/14/23

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Chesterfield
CVTA Project Name:	Rt 288 NB Flyover to Bailey Bridge Connector
CVTA Project Number:	CVTA-0025
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Chessa Walker
Scope of Services:	PE
Allocated Project Funding Amount:	\$3,696,750

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	3/24/2023
Survey	7/10/2023
Utility Designation (If Applicable)	7/10/2023
Geotechnical Engineering Report	8/25/2023
Conceptual Design Phase Submittal (If Applicable)	11/10/2023
Approved NEPA Document (If Applicable)	12/10/2023
Preliminary Design Phase Submittal	8/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0042	Rt 360 (Woodlake Pkwy – Otterdale Rd) Widening	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

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- documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
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5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
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 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
 10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice

to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

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

COUNTY OF CHESTERFIELD, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Chesterfield
CVTA Project Name:	Rt 360 (Woodlake Pkwy - Otterdale Rd) Widening
CVTA Project Number:	CVTA-0042
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Barb Smith
Scope of Services:	PE
Allocated Project Funding Amount:	\$750,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	6/1/2023
Survey	9/1/2023
Utility Designation (If Applicable)	10/1/2023
Geotechnical Engineering Report	5/1/2024
Conceptual Design Phase Submittal (If Applicable)	8/1/2024
Approved NEPA Document (If Applicable)	9/1/2024
Preliminary Design Phase Submittal	12/1/2024
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0027	Chippenham Pkwy/Rt 60 Interchange Imp	N/A	Chesterfield

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the COUNTY OF CHESTERFIELD, VIRGINIA, hereinafter referred to as the LOCALITY, and the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the "Parties."

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project"; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are maintained by the Virginia Department of Transportation.
 - b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection

or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.

- c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the Project by the CVTA, and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA

revenues.

5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if all CVTA funds expended for the project are reimbursed to the CVTA.
10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this

Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

COUNTY OF CHESTERFIELD, VIRGINIA:



Signature

Dr. Joseph Casey

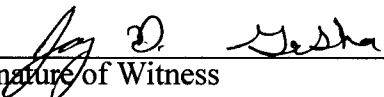
Typed or printed name of signatory

County Administrator

4/14/23

Title

Date



Signature of Witness

4/14/23

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Chesterfield
CVTA Project Name:	Chippenham Pkwy/Rt 60 Interchange Imp
CVTA Project Number:	CVTA-0027
UPC Number (If Applicable):	N/A
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Chessa Walker
Scope of Services:	PE
Allocated Project Funding Amount:	\$2,000,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	12/13/2023
Survey	3/1/2024
Utility Designation (If Applicable)	4/1/2024
Geotechnical Engineering Report	12/1/2024
Conceptual Design Phase Submittal (If Applicable)	3/1/2025
Approved NEPA Document (If Applicable)	4/1/2025
Preliminary Design Phase Submittal	8/1/2025
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	N/A
Utility Field Inspection (If Applicable)	N/A
ROW Design Phase Submittal (If Applicable)	N/A
ROW Acquisition	N/A
Relocate Utilities (If Applicable)	N/A
Final Construction Design Phase Submittal	N/A
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	N/A
Environmental Permits Obtained (If Applicable)	N/A
Begin Construction	N/A
End Construction	N/A

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

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WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
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- maintained by the Virginia Department of Transportation.
- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
 - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
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5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
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 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
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all CVTA funds expended for the project are reimbursed to the CVTA.

10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.
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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Villa Park
CVTA Project Number:	CVTA-0013
UPC Number (If Applicable):	-
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	\$3,706,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	9/14/2022
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/30/2023
Relocate Utilities (If Applicable)	5/15/2024
Final Construction Design Phase Submittal	2/15/2024
Draft Invitation for Bid Submittal	3/29/2024
Invitation for Bid Advertisement	4/15/2024
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	6/30/2024
End Construction	6/30/2025

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

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WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

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4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA

- policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if

all CVTA funds expended for the project are reimbursed to the CVTA.

10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.
11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Park Street
CVTA Project Number:	CVTA-0008
UPC Number (If Applicable):	117047
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	\$713,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	Complete
Final Construction Design Phase Submittal	5/31/2023
Draft Invitation for Bid Submittal	6/5/2023
Invitation for Bid Advertisement	6/20/2023
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	8/1/2023
End Construction	3/1/2024

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the LOCALITY, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are

maintained by the Virginia Department of Transportation.

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
 - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA

- policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
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 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
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11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
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13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT-Longdale Trail
CVTA Project Number:	CVTA-0014
UPC Number (If Applicable):	-
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & Construction
Allocated Project Funding Amount:	\$26,091,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	9/14/2022
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	6/15/2023
ROW Design Phase Submittal (If Applicable)	6/15/2023
Begin ROW Acquisition	8/15/2023
Relocate Utilities (If Applicable)	8/15/2024
Final Construction Design Phase Submittal	9/1/2024
Draft Invitation for Bid Submittal	9/15/2024
Invitation for Bid Advertisement	9/29/2024
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	11/15/2024
End Construction	11/15/2026

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

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WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are

maintained by the Virginia Department of Transportation.

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
 - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
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- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
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LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Lakeside Community Trail Ph 3
CVTA Project Number:	CVTA-0011
UPC Number (If Applicable):	-
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	3,073,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	7/30/2023
Final Construction Design Phase Submittal	4/12/2023
Draft Invitation for Bid Submittal	7/15/2023
Invitation for Bid Advertisement	8/1/2023
Environmental Permits Obtained (If Applicable)	6/1/2023
Begin Construction	10/1/2023
End Construction	9/30/2024

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
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CVTA-0013		-	
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- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA

- policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or CVTA's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this Agreement shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if

all CVTA funds expended for the project are reimbursed to the CVTA.

10. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to the LOCALITY with a specific description of the LOCALITY's breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the CVTA. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.
11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Lakeside Community Trail Phase 2
CVTA Project Number:	CVTA-0010
UPC Number (If Applicable):	118091
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	\$803,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
Begin ROW Acquisition	5/15/2023
Relocate Utilities (If Applicable)	12/1/2023
Final Construction Design Phase Submittal	11/1/2023
Draft Invitation for Bid Submittal	4/10/2024
Invitation for Bid Advertisement	4/29/2024
Environmental Permits Obtained (If Applicable)	2/29/2024
Begin Construction	7/19/2024
End Construction	7/19/2025

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0008	Fall Line Trail	117047	Henrico County
CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
CVTA-0013		-	
CVTA-0014		-	

THIS AGREEMENT is hereby executed and made effective as of the date of the last (latest) signature set forth below, by and between the LOCALITY, VIRGINIA, hereinafter referred to as the LOCALITY and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are

maintained by the Virginia Department of Transportation.

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
 - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
 - d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the CVTA. Additional funds for eligible expenditures for the Project may be requested and shall be approved on case-by case basis, per paragraph 4 below.
 - e. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the Parties. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project, or have others operate and maintain the Project, in accordance with the final constructed design and applicable standards. The LOCALITY agrees that any modification of the approved design features, without the approval of the CVTA or agencies with proper oversight, may, at the discretion of the CVTA, result in restitution either physically or monetarily as determined by the CVTA.
3. The CVTA shall:
- a. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.c, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the CVTA within 30 days of an acceptable submission by the LOCALITY.
 - b. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable policies, laws, and regulations.
4. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. CVTA funding is limited to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the project by the CVTA and is allocable only upon LOCALITY's compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in CVTA funding is subject to CVTA

- policy and procedures applicable to the funding source and is not guaranteed. If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of federal and state funds on the Project. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then the LOCALITY and CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goal of applying the additional funding to supplant LOCALITY and CVTA funding commitments, and to maximize the use of state and federal funds on the Project.
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 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY and the CVTA shall not be bound by any agreements between either Party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY and the CVTA has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraph 3.a., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the CVTA shall retain ownership of plans and specifications. Right-of-way acquired with CVTA funding shall be transferred to the jurisdiction in which the Project is located, unless otherwise agreed. The LOCALITY may retain plans, specifications, and right-of-way if

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

LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Lakeside Community Trail Phase 1
CVTA Project Number:	CVTA-0009
UPC Number (If Applicable):	118065
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	\$396,504

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	Complete
Public Hearing (If Applicable)	Not Applicable
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ROW Design Phase Submittal (If Applicable)	5/15/2023
Begin ROW Acquisition	2/15/2024
Relocate Utilities (If Applicable)	4/15/2024
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STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
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CVTA-0009		118065	
CVTA-0010		118091	
CVTA-0011		-	
CVTA-0012		118153	
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CVTA-0014		-	

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WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in the LOCALITY's administration of the Project as shown in Appendix A in accordance with applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, as expressly required by federal, state, and local laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the Virginia Department of Transportation when the facilities are

maintained by the Virginia Department of Transportation.

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
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LOCALITY, VIRGINIA:

Signature

John A. Vithoukas

Typed or printed name of signatory

County Manager

Title Date

Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair Date
Central Virginia
Transportation Authority

Signature of Witness Date

- Attachments**
Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	FLT - Brook/Hilliard Road Diet
CVTA Project Number:	CVTA-0012
UPC Number (If Applicable):	118153
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW & CN
Allocated Project Funding Amount:	\$1,037,401

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	4/28/2023
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Complete
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	5/16/2023
Post Willingness (if Applicable)	4/27/2023
Public Hearing (If Applicable)	Not Applicable
Utility Field Inspection (If Applicable)	4/26/2023
ROW Design Phase Submittal (If Applicable)	6/1/2023
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Draft Invitation for Bid Submittal	9/15/2024
Invitation for Bid Advertisement	9/30/2024
Environmental Permits Obtained (If Applicable)	9/9/2024
Begin Construction	5/1/2025
End Construction	5/1/2026