

Photo: Plane departing Richmond International Airport, Henrico County

Central Virginia Transportation Authority (CVTA) Finance Committee



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.

Powered By:



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

CVTA FINANCE COMMITTEE

Thursday, September 7, 2023, 11:30 a.m.
(or immediately following the RRTPO Policy Board Meeting)

PlanRVA James River Boardroom
424 Hull Street, Suite 300, Richmond, VA 23224

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_zfiG7KLtRS-uR-ArfOgoNw

Welcome and Introductions
(Stoney)

Certification of a Quorum
(Firestone)

ADMINISTRATION

- 1. Confirmation of Member Participation from a Remote Location**
(as needed/Stoney)
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 Action Meeting Agenda**
(Stoney)
- 3. Approval of June 14 and August 9, 2023, Meeting Minutes** – page 4
(Stoney)
Action requested – motion to approve the CVTA Finance Committee minutes as presented (voice vote).
- 4. Open Public Comment Period**
(Stoney/5 minutes)
- 5. CVTA Finance Committee Chairman's Report**
(Stoney/5 minutes)

6. CVTA Activities Report

(15 minutes)

a. **Financial Activities and Investment Reports** *(Parsons)* – page 11

b. **TAC Activities Report** *(Clarke)*

NEW BUSINESS

7. Election of CVTA Finance Committee Officers

(Stoney/15 minutes)

Action requested: motion to elect _____ as FY24 Chairman and _____ as FY24 Vice Chairman (voice vote).

8. Bond Counsel RFP – page 14

(Gregory/15 minutes)

Action requested: motion to recommend the full Authority authorize issuance of the Bond Counsel RFP (voice vote).

OTHER BUSINESS

9. CVTA Regional Project Applications - Review of Current Allocations Plan – page 51

(Parsons/15 minutes)

Information Item.

10. FY23 Annual Certification and FY24 Local Allocation Plan – page 54

(Parsons/5 minutes)

Action requested: motion to recommend full Authority approval of the FY23 Annual Certifications and FY24 Local Allocation Plan (voice vote).

11. CVTA Finance Committee Member Comments

(Chairman/5 minutes)

12. Next Meeting: October 11, 2023

PlanRVA Boardroom, 424 Hull Street, Suite 300, Richmond, VA 23224

(Chairman)

13. Adjournment

(Chairman)

MINUTES

CVTA FINANCE COMMITTEE

Wednesday, June 14, 2023, 9:00 a.m.

PlanRVA James River Boardroom
424 Hull Street, Suite 300, Richmond, VA 23224

Members Present:

Jurisdiction/Agency	Member	Present	Absent
Chesterfield County	Kevin P. Carroll	X	
Hanover County	W. Canova Peterson, Chair	X	
Henrico County	Frank J. Thornton	X	
New Kent County	Patricia A. Paige, Vice Chair		X
City of Richmond	Levar M. Stoney	X	

The technology used for the CVTA Finance Committee 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 committee 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](#).

Welcome and Introductions

The Central Virginia Transportation Authority (CVTA) Finance Committee Chair W. Canova Peterson, presided and called the CVTA Finance Committee meeting to order at 9:06 a.m.

Certification of a Quorum

Janice Firestone, Program Manager, certified that a quorum was present.

ADMINISTRATION

1. Confirmation of Member Participation from a Remote Location

Chair Peterson announced there were no members requesting to participate remotely.

2. Consideration of Amendments to the Meeting Agenda

Kevin Carroll announced that he would like to remove the FY24 officer election item from the agenda. The CVTA Bylaws state that the committee membership for the two localities other than Chesterfield, Henrico and Richmond is to be determined by the full Authority. This needs to be done prior to officer elections.

On motion by Kevin Carroll, seconded by Levar M. Stoney, the CVTA Finance Committee voted to amend the agenda to remove the Chair and Vice Chair elections (voice vote).

3. Approval of May 10, 2023, CVTA Finance Committee Action Meeting Minutes

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

4. Open Public Comment Period

There were no public comments received and no requests to address the committee.

5. CVTA Finance Committee Chairman's Report

Chair Peterson did not have a formal report.

6. CVTA Activities Report

a. Financial Activities and Investment Reports

Chet Parsons, PlanRVA, gave an overview of the monthly investment report and the tax collection and allocation summary and offered to answer any questions. He noted that Rebecca Longnaker, Chesterfield County, has indicated an availability of funds for reinvestment and asked the Committee to authorize staff to work with Ms. Longnaker to move forward with reinvesting the funds.

Committee members recommended having Ms. Longnaker come before the committee to present the options that are currently available.

On motion by Kevin Carroll, seconded by Levar M. Stoney, the CVTA Finance Committee voted to authorize staff to work with Ms. Longnaker to determine the best reinvestment strategy (voice vote).

b. Draft FY 2024 Administrative & Operating Budget Update

Mr. Parsons provided an update on the FY24 Administrative and Operating budget. He detailed some of the goals for the upcoming year, including increasing public engagement/promotional materials, the continuation of publishing an annual report, establishment of an operating reserve. He noted the surplus from FY23 is expected to be carried over to FY24.

Committee members suggested creating public service announcements for the CVTA. There was also a discussion about the budgeted amounts. Mr. Parsons reported that despite the surplus from FY23, the budgeted amounts for FY24 were not reduced. The intent is to be conservative and ensure each line item has sufficient funding for the full budget year. Committee members expressed a desire to take a look at potential protections that can be put in place.

The proposed budget will be brought before the full Authority in July. Committee members suggested reducing the budget public engagement amount.

On motion by Kevin Carroll, seconded by Frank J. Thornton, the CVTA Finance Committee voted to recommend full Authority approval of the FY2024 Administrative and Operating Budget, subject to the amount for public engagement line item being reduced to \$25,000 (roll call vote; see below).

Jurisdiction/Agency	Member	Aye	Nay	Abstain	Absent
Chesterfield County	Kevin P. Carroll	X			
Hanover County	W. Canova Peterson	X			
Henrico County	Frank J. Thornton	X			
New Kent County	Patricia A. Paige				X
City of Richmond	Levar M. Stoney	X			

c. Bond Counsel Update

Mr. Parsons reported that since the last presentation from PFM, a table has been drafted to highlight what would happen in the first six months after the Authority authorizes the issuance of debt.

The RFP for bond counsel will be ready for Authority review and approval as soon as staff is authorized to bring it to the Authority. Committee members requested having this matter on the next Authority agenda to determine when the RFP should be issued.

d. TAC Activities Report

Dironna Moore Clarke, CVTA TAC Chair, provided a report on the group’s activity and summarized the following topics:

- The Fall Line Working Group reviewed documents for the Wayfinding Plan. VDOT’s design guidelines give the localities preferred design options. The Wayfinding Plan is wayfinding and signage along the trail. The BikeWalk vision plan links history and cultural areas along the trail.
- TAC recommended Authority approval of three SPAs for the Fall Line Trail in Hanover County.
- TAC elected Ms. Clarke to serve another year as Chair and Barbara K. Smith to serve another year as Vice Chair.

OTHER BUSINESS

1. GRTC Regional Public Transportation Plan

Adrienne Torres, GRTC, was present remotely and gave a presentation on the plan. She reviewed the priorities, zones and budget. Committee members had questions and Ms. Torres offered clarification on the budgeted figures.

On motion by Kevin Carroll, seconded by Levar M. Stoney, the CVTA Finance Committee voted to recommend approval of the GRTC Regional Public Transportation Plan (voice vote).

2. Election of FY24 CVTA Finance Committee Chair and Vice Chair (this item was removed from the agenda and not heard.)

3. Legal Services Fees

Eric Gregory, legal counsel, explained the requested increase in monthly legal services fees. Committee members discussed the importance of having legal counsel available to members.

On motion by Kevin Carroll, seconded by Frank J. Thornton, the CVTA Finance Committee voted to recommend approval of \$4,000 per month legal services fee to Hefty, Wiley & Gore, P.C., effective July 1, 2023 (roll call vote; see below).

Jurisdiction/Agency	Member	Aye	Nay	Abstain	Absent
Chesterfield County	Kevin P. Carroll	X			
Hanover County	W. Canova Peterson	X			
Henrico County	Frank J. Thornton	X			
New Kent County	Patricia A. Paige				X
City of Richmond	Levar M. Stoney	X			

4. Future Meeting Topics

Frank Thornton requested having a presentation on financial protections on an upcoming agenda. Specifically, the presentation would cover how to avoid the appearance that CVTA funds are meant to supplement existing VDOT funded projects and ways to ensure the CVTA maintains and improves its financial footing and mission.

There were no other future meeting topics suggested by members.

5. CVTA Finance Committee Member Comments

There were no member comments.

6. Next Meeting

The next meeting is scheduled for July 12, 2023, beginning at 9:00 a.m. in the PlanRVA James River Board Room, 424 Hull St., Suite 300, Richmond, VA 23224 and via Zoom.

7. Adjournment

Chair Peterson adjourned the meeting at 9:56 a.m.

CVTA FINANCE COMMITTEE MEETING MINUTES

Wednesday, August 9, 2023, 9:00 a.m.
PlanRVA James River Boardroom
424 Hull Street, Suite 300, Richmond, VA 23224

Members Present:

Jurisdiction/Agency	Member	Present	Absent
Chesterfield County	Kevin P. Carroll (virtual)	X	
Henrico County	Frank J. Thornton	X	
New Kent County	Patricia A. Paige, Vice Chair		X
Powhatan County	Michael W. Byerly		X
City of Richmond	Levar M. Stoney	X	

The technology used for the CVTA Finance Committee 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 committee 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](#).

Welcome and Introductions

The Central Virginia Transportation Authority (CVTA) Finance Committee FY23 Chair W. Canova Peterson, presided and called the CVTA Finance Committee meeting to order at 9:06 a.m.

Certification of a Quorum

Janice Firestone, Program Manager, took roll call of attendance. A physical quorum was not present. Chair Peterson announced that no actions would be taken during the meeting due to the lack of a quorum.

ADMINISTRATION

1. Confirmation of Member Participation from a Remote Location

Chair Peterson announced that two members requested to participate remotely and the requests were approved:

- Kevin P. Carroll – reason: personal matter; specifically, a scheduling conflict that prevents in-person attendance.
- Patricia A. Paige – reason: personal matter; specifically, a scheduling conflict that prevents in-person attendance.

No action was taken to approve the Chair’s decision to approve the requests.

2. Consideration of Amendments to the Meeting Agenda

There were no requested amendments to the agenda.

3. Approval of June 14, 2023, CVTA Finance Committee Action Meeting Minutes

No action taken.

4. Open Public Comment Period

There were no public comments received and no requests to address the committee.

5. CVTA Finance Committee Chairman's Report

Chair Peterson expressed his appreciation for his time as Chair.

6. CVTA Activities Report

a. Financial Activities and Investment Reports

Chet Parsons, PlanRVA, gave an overview of the monthly investment report and the tax collection and allocation summary and offered to answer any questions.

b. Non-Binding Governance Documents

Mr. Parsons reviewed the three non-binding governance documents that were approved by the full Authority at its last meeting.

c. Fiscal Strategy Roadmap

Mr. Parsons reviewed an outline of the proposed fiscal strategy, including:

- Assessing the long-term funding needs.
- Regularly updating the allocations plan.
- Creating a CVTA project dashboard.
- Updating the financial policies.
- Initiating the legwork that's been done in preparation for debt issuance.

He clarified that there are two fiscal agent agreements currently in place:

- Chesterfield Count for cash management and investment
- City of Richmond for audit services

There was discussion about conducting a review of those agreements now that a CVTA Executive Director has been selected.

d. TAC Activities Report

Dironna Moore Clarke, CVTA TAC Chair, provided a report on the group's activity and summarized the following topics:

- The Fall Line Working Group continued work on the wayfinding plan and addressed specifics such as mile-marker placement, color options, etc.
- September is the open cycle for regional projects. TAC will be discussing this at their next meeting to ensure everyone has a good understanding of what needs to be done to get their projects in.

NEW BUSINESS

7. Election of FY24 CVTA Finance Committee Chair and Vice Chair

No action taken.

8. Overview of Investment Strategies

Rebecca Longnaker, Chesterfield County Treasurer, provided this overview which included the following information:

- A list of allowable investments.
- TAC is preparing a spreadsheet for cash flow analysis.
- The CVTA is still primarily invested in liquidity pools.
- A million dollars is kept in the regional account in case it is needed.

9. Bond Counsel RFP

Eric Gregory, legal counsel, reviewed the draft RFP and reported that it's possible the CVTA could retain bond counsel by November or December. The document will be sent to all Authority members and will be on the September Finance Committee and full Authority agendas.

There was discussion about CVTA's efforts to ensure inclusion. Mr. Parsons reported that the CVTA has a memorandum of understanding with PlanRVA. PlanRVA has policies for inclusion in purchasing and hiring. In terms of community engagement, efforts are ongoing to reach members of the community.

Mr. Gregory also reported that progress has been made towards Mr. Parson's transition to CVTA Executive Director. An offer letter has been issued and accepted. The last step will be to complete the actual employment agreement.

OTHER BUSINESS

10. Future Meeting Topics

Mr. Parsons reminded the group that TAC will be updating the FY24 local allocation plan at its meeting next week. The annual certifications are out for review and signatures by the localities. They will be brought to the Finance Committee in September.

There were no other future meeting topics suggested by members.

11. CVTA Finance Committee Member Comments

Mayor Stoney, Mr. Carroll and Mr. Thornton expressed their appreciation to Mr. Peterson for his service as Chairman of the committee and member of the Authority.

Mr. Thornton remarked that the committee should issue some token of appreciation to Carlos Brown with the Commonwealth Transportation Board for his service on the Committee and the Authority. He also suggested posting a list in PlanRVA's offices to commemorate the first meeting of the Authority and its inaugural members.

12. Next Meeting

The next meeting is scheduled for September 13, 2023, beginning at 9:00 a.m. in the PlanRVA James River Board Room, 424 Hull St., Suite 300, Richmond, VA 23224 and via Zoom.

13. Adjournment

Chair Peterson adjourned the meeting at 9:52 a.m.

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	January Tax Activity 04/30/23	February Tax Activity 05/31/23	March Tax Activity 06/30/23	April Accrual 07/31/23	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	\$ 12,576,682	\$ 13,879,838	\$ 13,246,836	\$ 13,084,198	\$ 146,226,252	\$ 397,359,722
Local Fuels Tax	4,078,688	4,255,546	4,387,566	4,341,669	4,141,037	4,284,362	4,266,361	4,374,320	4,388,013	4,242,017	4,997,543	47,757,124	139,678,388
Total Receipt of Taxes	17,485,888	17,303,323	17,929,581	17,182,486	16,954,837	20,089,803	16,248,011	16,951,002	18,267,851	17,488,853	18,081,742	193,983,376	537,038,110
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	5,932,851	6,393,748	6,121,099	6,328,610	67,651,030	187,370,187
Payments to GRTC	2,518,675	2,595,498	2,689,437	2,577,373	2,543,226	3,013,470	2,437,202	2,542,650	2,740,178	2,623,328	2,712,261	28,993,298	80,301,508
Total transfers	9,090,304	8,651,662	8,964,790	8,591,243	8,477,419	10,044,901	8,124,006	8,475,501	9,133,925	8,744,426	9,040,871	97,339,048	269,366,415
Local Distributions:													
Ashland	28,516	27,594	29,180	28,144	27,294	29,636	26,246	28,570	28,515	27,764	30,143	311,602	894,806
Charles City	53,451	51,573	86,851	40,999	46,647	52,502	40,546	38,956	53,597	158,271	51,475	674,868	1,725,147
Chesterfield	2,417,341	2,501,579	2,529,843	2,431,882	2,414,277	2,880,788	2,320,440	2,398,018	2,641,898	2,325,796	2,561,079	27,422,943	76,873,204
Goochland	210,245	207,704	217,923	234,866	198,075	221,185	213,798	194,903	274,180	201,501	238,888	2,413,269	6,664,754
Hanover	1,182,336	1,182,679	1,204,312	1,175,714	1,163,194	1,260,634	1,101,662	1,210,909	1,210,849	1,183,926	1,252,520	13,128,736	37,054,486
Henrico	2,638,257	2,906,859	2,925,750	2,772,313	2,709,460	3,414,716	2,552,740	2,821,789	2,803,349	2,860,999	2,786,248	31,192,480	85,839,155
New Kent	205,264	194,779	187,894	184,025	211,067	210,414	182,203	221,548	189,252	193,430	244,684	2,224,560	6,382,109
Powhatan	189,371	194,965	193,847	192,606	190,330	187,570	167,620	165,432	202,753	178,813	219,019	2,082,325	5,946,394
Richmond	1,470,804	1,383,930	1,589,189	1,530,694	1,517,075	1,787,455	1,518,749	1,395,377	1,729,531	1,613,926	1,656,814	17,193,544	46,291,639
Total local distributions	8,395,584	8,651,662	8,964,790	8,591,243	8,477,419	10,044,901	8,124,006	8,475,501	9,133,925	8,744,426	9,040,871	96,644,328	267,671,695
Local Distribution Fund ending balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)
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)	-	-	(76,363)	-	-	(277,523)	
Interest income	544	2,453	2,853	2,992	3,222	2,770	3,052	3,062	2,983	2,911	2,973	29,816	
Operating Fund ending balance	\$ 695,264	\$ 2,453	\$ (98,414)	\$ 2,992	\$ 3,222	\$ (97,122)	\$ 3,052	\$ 3,062	\$ (73,380)	\$ 2,911	\$ 2,973	\$ 779,143	
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	\$ 5,932,851	\$ 6,393,748	\$ 6,121,099	\$ 6,328,610	\$ 67,651,030	
Payment for regional projects	-	-	-	-	-	-	-	-	-	-	-	(36,552)	(36,552)
Interest income	149,625	121,165	158,060	539,807	684,662	256,669	607,719	386,186	439,198	886,560	540,793	4,770,443	
Regional Fund ending balance	\$ 6,026,534	\$ 6,177,328	\$ 6,433,413	\$ 6,553,677	\$ 6,618,855	\$ 7,288,100	\$ 6,294,523	\$ 6,319,037	\$ 6,832,946	\$ 7,007,658	\$ 6,832,851	\$ 192,408,478	

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



JULY 2023

MONTHLY INVESTMENT REPORT

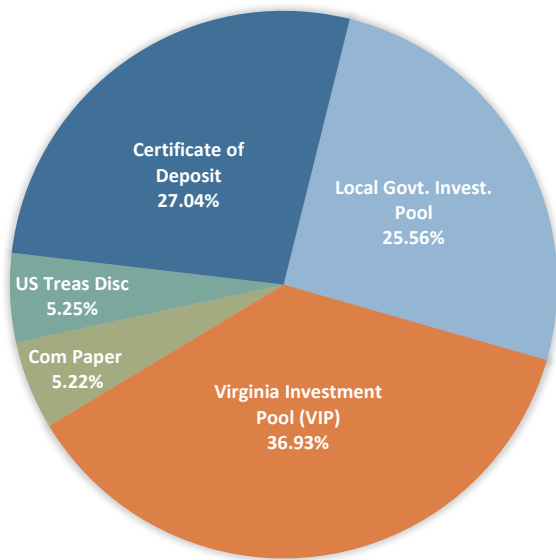
REBECCA R. LONGNAKER, CPA, MGT
 INVESTMENT OFFICER
 9211 Forest Hill Avenue
 Richmond, VA 23235
 Office: 804-748-1201
 Email: longnakerr@chesterfield.gov
 www.chesterfield.gov/treasurer

This investment report for July 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 7/31/2023)

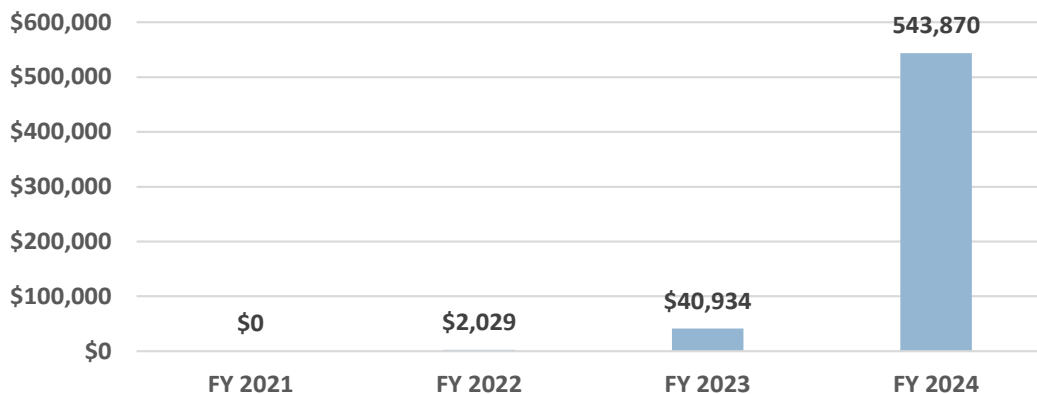
Total Book Value	\$185,350,530.94
Average Days to Maturity	59
Yield to Maturity 365 Day Equivalent	5.41%

Investment Type Allocation



Portfolio Mix	Balance
Local Govt. Invest. Pool (LGIP)	\$47,371,559.07
Virginia Investment Pool (VIP)	\$68,444,571.86
Federal Agency Discount	\$0
Federal Agency Coupon	\$0
Corporate Bond	\$0
Commercial Paper	\$9,679,683.15
Certificate of Deposit	\$50,115,077.97
US Treasury Discount	\$9,739,638.89
Total	\$185,350,530.94

Cumulative Interest Earnings FY2024



Interest earnings for July 2023 reflect the highest yields since inception. Short term yields have continued to rise as inflation remains high. Cash flow projections provided by the financial advisory committee will determine how long maturities may be invested.

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 benchmarks for the month of July. High inflation continues to keep short term yields high.

YIELD BENCHMARKING			
	CURRENT YIELD	YEAR AGO	YoY CHANGE
Portfolio	5.41%	2.62%	2.79% pts
91-day T-Bill	5.49%	2.30%	3.19% pts
6-month T-Bill	5.53%	2.87%	2.66% pts
Va. Treas. Prime Liq.	4.42%	1.51%	2.91% 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			July 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	25.56%
Virginia Investment Pool Trust Fund (VIP)	N/A	100%	N/A	N/A	100%	N/A	36.93%
Federal Agency Discount	No Limit	100%	N/A	5 Years	100%	N/A	0.00%
Federal Agency Coupon	No Limit	100%	N/A	5 Years	100%	N/A	0.00%
Corporate Bonds	5 Years	100%	AA/Aa	5 Years	100%	AA/Aa	0.00%
Commercial Paper	270 Days	35%	A1/P1/F1/D1	270 Days	35%	A1/P1/F1/D1	5.22%
Certificate of Deposit	5 Years	100%	A1/P1/AA/Aa	5 Years	100%	A1/P1/AA/Aa	27.04%
U.S. Treasury Discount	No Limit	100%	N/A	5 Years	100%	N/A	5.25%

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.

Request for Proposals CVTA2023-XX

Special Bond Counsel

September XX, 2023

Proposals Due No Later Than:..... September XX, 2023, 4:00 P.M.

Location for Receipt of Proposals:..... PlanRVA
424 Hull Street, Suite 300
Richmond, VA 23224
CVTA@PlanRVA.org

Anticipated Announcement:..... October XX, 2023

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Chet Parsons, Executive Director of the Central Virginia Transportation Authority, at (804) 924-7039, or by email to CVTA@PlanRVA.org. **Inquiries must be received no later than XXXXXXXXX XX, 2023, at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

DRAFT

TABLE OF CONTENTS

PURPOSE	3
BACKGROUND	3
SCOPE OF WORK/SPECIFICATIONS	3
INSTRUCTIONS	5
TERMS AND CONDITIONS	8
PRICING SCHEDULE	22
EVALUATION CRITERIA	22
AWARD PROCEDURE	23
ATTACHMENT A – Virginia State Corporation Commission (SCC) Registration Information	24
ATTACHMENT B – Sample Service Agreement	25
ATTACHMENT C – Proprietary/Confidential Information Identification	36
ATTACHMENT D – Proposal Registration Form	37

I. PURPOSE

The Central Virginia Transportation Authority (herein referred to as “the Authority”) is seeking proposals from qualified firms to provide independent Special Bond Counsel services. It is the Authority’s intent to establish a contract for these services.

II. BACKGROUND

The Central Virginia Transportation Authority was enacted by the General Assembly during the 2020 Legislative Session and officially established on July 1, 2020. The Authority comprises the towns, cities and counties located within Planning District 15, including the Town of Ashland, City of Richmond, and Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent and Powhatan.

The Purpose of the Authority is to administer transportation funding generated through the imposition of an additional regional 0.7 percent sales and use tax (revenue collection began October 2020) and a wholesale fuels tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel (revenue collection began in July, 2020). According to the Authority’s enabling legislation, 35% of the total revenues (herein as the “regional projects funds”) will be set aside for investment in transportation projects that were prioritized and selected by the Authority. All projects must benefit Planning District 15 and one or more member jurisdictions.

The Richmond Regional Planning District Commission (herein referred to as “PlanRVA”) provides administrative support services to the Authority. CVTA and PlanRVA staff will be coordinating this Request for Proposals (herein referred to as the “RFP”) with support from existing general legal counsel. Information about the Authority and records of meetings of the Authority and its subcommittees may be found at <https://planrva.org/transportation/cvta/>.

III. SCOPE OF WORK/SPECIFICATIONS

The Authority seeks a qualified law firm to serve as bond counsel for issuance of general bonds, and related long term debt instruments and to deliver legal opinions on the issues of debt and/or funding, advising whether bonds are legal, valid, and binding, and to advise the Authority on various legal issues and actions taken by the Authority related to bonds and other issues of debt.

The Contractor shall provide legal advice and services to the Authority on public finance matters, including but not limited to:

1. Preparation of legal documents and oversight of bond ratings, borrowings, and related proceedings;
2. Obtaining required government approvals;
3. Ensuring that the County meets all legal requirements of bond issuances;
4. Disclosing and analyzing legal proceedings that may have a bearing on the validity of the offering;
5. Interpreting laws and regulations and assisting in structuring bond issues;
6. Drafting required documents; and
7. Advising on post-issuance compliance to ensure that the CVTA meets all requirements of law which may include, but is not limited to, review of current and drafting new Authority policies and procedures, if needed.

With respect to the issuance of bonds, bond counsel shall undertake the following tasks, as applicable and appropriate:

1. Meet and confer with Authority officials, including the Authority's general counsel, auditor, financial advisor and staff or agents, as often as necessary for the issuance of the bonds and items related thereto;
2. Drafting and review of all legal documents necessary to effectuate a bond issuance. Bond counsel will advise the Authority with respect to tax law, securities law, and federal, state, and local laws and regulations related to financing, debt, bonding, and other borrowings, as needed, and shall review proposed uses of the bond proceeds to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder;
3. Attend meetings with Authority officials with rating agencies as necessary to assist in obtaining a credit rating for the bonds;
4. Prepare all applications and filings and appear before state and federal agencies, as needed, in connection with the sale of the bonds.
5. After the sale of the bonds, the bond counsel will prepare and arrange for the preparation of the bonds for execution, shall prepare and oversee the execution of the necessary closing certifications and will establish a time and place for delivery of the bonds to the

purchaser. Bond counsel will participate in the closing with appropriate Authority officials, at which time the bonds will be delivered, payment will be made for the bonds and the Contractor will issue a written legal opinion based on facts and laws existing as of the closing date that:

- a. The bonds are legal, valid, and binding obligations of the Authority, enforceable in accordance with the terms thereof,
 - b. The security for the offering satisfies all requirements of law, and
 - c. Whether and to what extent interest on the bonds is exempt from income and other taxation.
6. In rendering opinions, bond counsel will rely upon the Authority's certified proceedings and other certifications received from Authority officials and furnished to the Authority by other persons, without independently verifying the facts contained in such certified proceedings and certifications.
 7. While bond counsel represents the Authority and its interests, the bond counsel is responsible for rendering an objective opinion. Bond counsel will presume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests.

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original, (1) electronic copy via USB Drive or shared Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment D), marked **"CVTA Special Bond Counsel Services"** will be received until, but no later than the date and time specified on the cover sheet, at:
PlanRVA
424 Hull Street, Suite 300
Richmond, VA 23224
Monday-Friday 8:30 a.m. – 4:00 p.m.
2. Should the offeror decide to utilize an express delivery service, please note that the delivery should be confirmed and tracking information be provided prior to the deadline for submission.
3. Mark the outside of the envelope with **"RFP# CVTA2023-XX"** and proposal subject, **"CVTA Special Bond Counsel Services"**.
4. It is the sole responsibility of the offerors to ensure that their

proposals are stamped as received by PlanRVA staff before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the Authority from requesting additional information at any time during the procurement process.

5. In the event that PlanRVA offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the staff at PlanRVA at (804) 323-2033, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet included herein as ATTACHMENT D: Proposal Registration Form which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or email.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at <https://planrva.org/home/about-the-commission/purchasing-and-bids/>.

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy

the requirements of this RFP.

2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the Authority.
3. The Authority encourages proposals that provide innovative alternatives to addressing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. The Authority is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the Authority may, in its sole discretion, consider and/or negotiate such submissions.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
 - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
 - d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the Authority's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
 - e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the Authority's contract, specify their role in administering the contract, and provide a current

biography/resume for each individual.

- f. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The Authority reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the Authority.
- g. Cost of requested service(s) and Schedule of Pricing.

V. **TERMS AND CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by a public body in Virginia, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Authority acts as purchasing agent. The term "Authority" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

A. **GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from <https://planrva.org/home/about-the-commission/purchasing-and-bids/>. Each offeror is responsible for obtaining all addenda posted at the website or by calling (804) 323-2033. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the Authority's fiscal year, are subject to approval and ratification by the members of the Authority and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The Authority and Contractor bind themselves, and any successors and assigns to the contract. The

employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the Authority. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Authority, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Authority and Contractor.

4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the Authority and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The Authority shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the Authority to the Contractor pursuant to this contract. The Authority's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
5. **Change Orders:** Change orders must be approved by the Authority prior to work being performed.
6. **Commitment to Diversity, Inclusive Procurement and Businesses of the Region:**
 - a. Participating jurisdictions in the CVTA are growing rapidly with an increasingly diverse population. This diversity provides for a dynamic and robust business community that provides opportunity to purchase with inclusion as a priority. All residents of the region should benefit from this economic growth without regard to race, color, religion, or economic status.

PlanRVA is committed to increasing the opportunities for participation of minority-owned businesses, service-disabled and veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Planning District 15 to ensure diversity in its procurement and contract activities for the Commission and the entities it represents, including the Central Virginia Transportation Authority.

All businesses are encouraged to respond to all solicitations. In addition, the Authority strongly encourages each Contractor and/or supplier with which the Authority contracts to actively solicit minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Planning District 15 as subcontractors/suppliers for their projects.

Upon award/completion of work, the Authority will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Planning District 15 on a Certification of Subcontractor/Supplier Activity form which will be provided to the Contractor. This information will enable the Authority to document the dollar level of activity and measure the success of its inclusive purchasing and contracting efforts in this endeavor.

- b. Definitions:
- i. Regional Business (RB) – any private business enterprise, located within the jurisdictional boundaries of local governments within Planning District 15.
 - ii. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* Section 2.2-4310, as amended)
 - iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are

service disabled veterans. (*Code of Virginia* Section 2.2-4310, as amended)

- iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia* Section 2.2-4310, as amended)
- v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses. (*Code of Virginia* Section 2.2-4310, as amended)

- 7. **Contract Execution:** The contract shall be entered into by, and in the name of Central Virginia Transportation Authority, the specific entity receiving the benefit of the goods and services.
- 8. **Contractor Background Checks:** In order to preserve the integrity and security of Authority operations, contract workers may be required to undergo a criminal background check conducted. The Authority will conduct these checks for any worker it believes will have unsupervised access to Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for the Authority.
- 9. **Contractor's Authorization to Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a

registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so, required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The Authority may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.

10. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the Authority may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the Authority for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.
12. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - i. During the performance of this contract, the Contractor

agrees to provide a drug-free workplace for the Contractor's employees;

- ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- a. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **Employment Discrimination:** (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state

that such Contractor is an equal opportunity employer.

- iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
14. **Payment:** The Authority recognizes the importance of timely payments to vendors. Upon award of a Contract, a payment structure and process will be determined to the satisfaction of all parties.
 15. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended) The Authority does not discriminate against faith-based organizations.
 16. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the Authority.
 17. **Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.
 18. **Form of Agreement:** It is the Authority's intent to utilize the Service Agreement included in ATTACHMENT C to execute the final agreement between the Authority and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of

the RFP or the Service Agreement.

19. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the City of Richmond.
20. **Indemnification:** The Contractor shall hold harmless and indemnify the Authority, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the Authority is prohibited from indemnifying the Contractor, subcontractors, or any third-party beneficiaries of the contract(s).
21. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The Authority's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
22. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the Authority given in the same manner and form as the original signing of the contract.
23. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the Authority, the Authority shall assure payment to the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within fifteen days after receipt of payment, take the following actions:
 - a. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under that contract; or
 9. Notify the Authority and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
24. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General

Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

25. **Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
26. **References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The Authority may contact all references furnished by offerors. The right is further reserved by the Authority to contact references other than, and/or in addition to, those furnished by the offeror.
27. **Sensitive Information Handling:** Any information in the possession of the Authority which is specific to an employee, student, citizen, business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from Authority facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the Authority facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the Authority. Any access to Authority information by contract workers from outside the Authority's system shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology

department, then the approval must be obtained.

28. **Taxes:** The Authority is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the Authority for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the Authority on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
29. **Technology Agreements:** The Offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the Offeror. These agreements shall be submitted with tracked changes to delete any terms that conflict with the RFP and the Service Agreement.
30. **Termination:** It shall be the sole right of the Authority to terminate the contract upon written notification to the Contractor.
31. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the Authority may:
 - a. after providing the Contractor with 15 days written notice, supply any workmen, equipment, or materials necessary to ensure that the work is performed promptly and diligently. The Authority may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 10. terminate the contract, enter upon the premises, take possession of all equipment, materials, or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the Authority, the Contractor shall not be entitled to receive any further payment until completion of the work has occurred. After completion of the work, the Authority shall assure payment to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the Authority to complete the work. If the cost incurred by the Authority to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the Authority and, instead, the

Contractor shall pay to the Authority the difference between the unpaid balance due and the Authority's cost to complete the work.

32. **Unauthorized Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
33. **Vendor Rewards/Gift Programs:** It is the policy of the Authority not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the Authority. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the Authority.
34. **Waiver of One Breach Not Waiver of Others:** No waiver by the Authority or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

B. SPECIAL TERMS AND CONDITIONS

1. Contract Term/Contract Renewal/Contract Extension

a. Contract Term

The initial term of this contract shall be effective from November 1, 2021 through June 30, 2025.

b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the Authority for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the Authority to renew this contract for an additional term, written notification will be given

to the Contractor.

- i. If the Authority elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Other Services category (CWUS0000SAS367) of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>
- ii. If during any subsequent renewal periods, the Authority elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Other Services category (CWUS0000SAS367) of the Urban Wage Earners and Clerical Workers section of the Consumer Price Index (CPI-W) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following:
<http://www.bls.gov/cpi>

c. Contract Extension

The Authority has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

2. **Cooperative Procurement:** This procurement is being conducted by the Central Virginia Transportation Authority in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The Authority, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the Authority, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Authority contract. The Authority assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
3. **Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in

accordance with the requirements before the Authority will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the Authority. The certificate of insurance does not need to accompany the proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the Authority from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the Authority, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Authority and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the Authority, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the Authority may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired, and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including

Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.

- d. Professional Liability: \$1,000,000 per occurrence.
- e. Umbrella Liability in excess of Commercial General Liability and Automobile Liability: \$2,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the Authority as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

- f. Must reflect that the Commercial General Liability policy names the Central Virginia Transportation Authority, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of the Authority.

- g. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the Authority;
- h. Must have an authorized signature;
- i. The Certificate Holder should be listed as:
Central Virginia Transportation Authority
c/o PlanRVA
424 Hull Street, Suite 300
Richmond, VA 23224

Negotiating Contract Reductions: The Authority reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the Authority at the time of contract execution/issuance of the purchase order. The Authority may initiate such negotiations whenever the Authority determines that it is in the Authority's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the Authority may terminate the contract/purchase order immediately and without penalty if the Authority is unable to renegotiate the compensation with the Contractor to an amount which the Authority determines to be appropriate.

4. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Authority the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

VI. PRICING SCHEDULE

Offerors are required to submit a cost proposal which details a fee arrangement and method of compensation which may include a schedule for hourly billing and/or retainer fees for general advice and preparation. Provide personnel classification and hourly rates for personnel that may provide consulting services, if requested, not related to the identified debt issuance transactions in Item A.

Personnel Classification	Hourly Rate
	\$
	\$
	\$

VII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Qualifications and experience of the law firm in public finance law and public finance tax law.	20
2. Qualifications and experience of assigned staff experience as bond counsel for similar public authorities.	35
3. Proposed method and plan to provide services in a timely manner.	35
4. Completeness and quality of proposal.	10

VIII. AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Authority shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration

Information

The offeror shall check one of the following. The offeror is:

a corporation or other business entity with the following SCC identification number: _____ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the Authority reserves the right to determine in its sole discretion whether to allow such waivers):

ATTACHMENT B – Sample Service Agreement
SERVICE AGREEMENT #_ FOR SPECIAL BOND COUNSEL

THIS AGREEMENT, entered into as of this _____ day of _____, 20__ (“effective date”), by and between the Central Virginia Transportation Authority (“Authority”), a political subdivision of the Commonwealth of Virginia and [insert Contractor name], (“Contractor”).

WITNESSETH:

WHEREAS, by Request for Proposal No. CVTA2022-02 (the “RFP”), the Authority solicited interested firms to submit proposals for Special Bond Counsel Services; and

WHEREAS, Contractor has represented to the Authority that it is fully capable of performing the services described in this Agreement, and the Authority has relied on such representation to select Contractor to provide the services; and

WHEREAS, the Authority and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. Scope of Services. Contractor shall furnish all labor, materials and services necessary to satisfy the requirement of the Authority as set forth in the RFP, this Agreement, and any additional services described in the Contractor’s proposal entitled “[insert title of proposal response]” dated [insert date of Contractor’s proposal] and any revisions thereto, hereinafter referred to as “Proposal”. The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the “Services”. Contractor represents that it will perform the Services in accordance with generally accepted professional standards, and will provide the Authority with the best possible advice and

consultation within Contractor's authority and capacity. In the event of any conflict between the terms of the document originating from the Authority ("Authority Document", including the RFP, this Service Agreement, and Exhibits X, X, and X), and a document originating from the Contractor ("Contractor Document", including the Proposal and Exhibits X, X, and X), the terms of the Authority Document shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the Authority in the event any such license or permit expires, terminates or is revoked.

3. Authority's Obligations. The Authority shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the Authority and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The Authority shall designate a person to act as the Authority contact with respect to the Services. The Authority's representative shall have the authority to transmit instructions, receive information and interpret and define the Authority's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the Authority and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of four fiscal years through June 30, 2025. This contract is renewable at the sole discretion of the Authority for four (4) additional terms of 1 year each.

6. Compensation. The Authority shall pay Contractor, provided that Contractor performs to the satisfaction of the Authority, fee(s) as follows: _____

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The Authority (or its agent) shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the Authority will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by the Authority and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that the Authority is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the Authority of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Authority and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the Authority to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when

such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

11. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Authority and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The Authority shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the Authority to the Contractor pursuant to this Agreement. The Authority's employees, agents or

authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

12. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the Authority from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Authority, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Central Virginia Transportation Authority as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Authority's Attorney and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

(a) [Include information from RFP or final negotiated coverages/limits]

(b)

(c)

13. Confidentiality. Unless expressly authorized by the Authority, Contractor, its officers and employees, shall not divulge to anyone other than Authority officials in

either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Authority data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

14. When Rights and Remedies Not Waived. In no event shall the making by the Authority of any payment to Contractor constitute or be construed as a waiver by the Authority of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the Authority while any such breach or default exists shall not impair or prejudice any rights or remedies available to the Authority in respect to such breach or default.

15. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and

c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. Hold Harmless. Contractor shall indemnify, defend and hold the Authority, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the Authority is prohibited from indemnifying Contractor,

subcontractors, or any third-party beneficiaries of the Agreement.

18. Governing Law. Contractor and the Authority agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the Authority further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the City of Richmond to the express exclusion of any otherwise permissible forum.

19. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the Authority:

Central Virginia Transportation Authority
c/o PlanRVA
424 Hull Street, Suite 300
Richmond, Virginia 23224

If to the CONTRACTOR:

Name of Contractor
Attn.: name of Contractor contact
Address
City, State Zip

20. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the Authority of such assignment and the Authority does not object in writing within 15 days of receiving such notification

21. Entire Agreement. This Agreement and any additional or

supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

22. Subcontractors. The Authority reserves the right to reject any subcontractor selected by Contractor. The Authority shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the Authority prior to performing any work on the Project. Such approval will not be unreasonably withheld.

23. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the Authority for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the Authority may be required to pay the same or any part thereof.

24. Independent Contractor. Contractor's relationship with the Authority shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by

Contractor and the Authority will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the Authority.

Service Agreement Language:

25. Environmental, Health & Safety (EHS) Management. Contractor shall be responsible for complying with all federal, state, and local safety and environmental regulations.

26. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the Authority and Contractor have executed this Agreement as of the date first written above.

Central Virginia Transportation Authority

By: _____
Levar M. Stoney

Title: Chairman

Date: _____

[CONTRACTOR NAME]

By: _____

Printed Name

Title: _____

Date: _____

Approved as to form:

Legal Counsel

Exhibit X – [Description]

Attachment C – Proprietary/Confidential Information Identification

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

Use continuation sheet(s) if necessary

Attachment D – Proposal Registration Form

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
- the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
- that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no Authority member, agent, employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:**
(____) _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business: Yes No **In Region Business:** Yes No

Women-Owned Business: Yes No **Small Business:** Yes No

Service Disabled Veteran-Owned Business Yes No

PROJECTS

Title	UPC	SS App ID	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Total CVTA	Balance to Complete	Notes
#FLT - DB 2 - Chesterfield, Petersburg, Colonial Heights (Segments 1A - 2B)	121511										\$ -	\$ 9,985,050	Estimate taken from the latest FLWG sheet; VDOT shows CVTA funds not needed but still showing a deficit for Segment 2B
#FLT - DB 1 - Ashland, Hanover, Henrico (Segments 7.C2 - 7.C4)	121374 119159				\$ 2,459,287	\$ 4,741,320	\$ 1,180,504				\$ 8,381,111	\$ -	Estimate taken from latest FLWG sheet; years based on SPA
#FLT - Commerce Road - Phase II		9010				\$ 5,392,981	\$ 8,467,706		\$ 13,139,313		\$ 27,000,000	\$ 42,063,422	\$8M awarded in Round 2; additional \$19M recommended by FLWG; funding shifted based on TAC review
#FLT - C Commerce Road - Phase I	118946					\$ 1,391,127		\$ 984,860	\$ 624,013		\$ 3,000,000	\$ (3,000,000)	Replacing local leverage funding on Smart Scale app (other in SYIP)
#FLT - DB3? - Chesterfield (Segments 2C - 3A)				\$ 25,194,503							\$ 25,194,503	\$ (25,194,503)	FLWG recommendation (11/2/22); estimate and schedule update needed
#FLT - Manchester Bridge (Segment 4E-R)			\$ 1,500,000								\$ 1,500,000	\$ (1,500,000)	FLWG recommendation (11/2/22); estimate and schedule update needed
#FLT - Bryan Park (Segment 6B)			\$ 3,000,000								\$ 3,000,000	\$ (3,000,000)	FLWG recommendation (11/2/22);
#FLT - Park St (Segment 6C)	117047		\$ 713,000								\$ 713,000	\$ (5,000)	FLWG recommendation (11/2/22)
#FLT - Lakeside Community Trail Ph 1 (Segment 6D.1)	118065		\$ 396,504								\$ 396,504	\$ 54,977	FLWG recommendation (11/2/22)
#FLT - Lakeside Community Trail Ph 2 (Segment 6D.2)	118091		\$ 803,000								\$ 803,000	\$ 32,783	FLWG recommendation (11/2/22)
#FLT - Lakeside Community Trail Ph 3 (Segment 6D.3)			\$ 3,073,000								\$ 3,073,000	\$ 1,126,000	FLWG recommendation (11/2/22)
#FLT - Brook/Hilliard Road Diet (Segment 6E)	118153		\$ 1,037,401								\$ 1,037,401	\$ 78,599	FLWG recommendation (11/2/22)
#FLT - Villa Park Phase (Segment 6G)			\$ 3,706,000								\$ 3,706,000	\$ -	FLWG recommendation (11/2/22)
#FLT - Longdale Trail (Segments 7A - 7C.1)			\$ 18,791,656	\$ 7,299,344							\$ 26,091,000	\$ -	FLWG recommendation (11/2/22)
Capital Trail Crossings			\$ 234,000								\$ 234,000	\$ -	
I-64 at Ashland Rd (Rte 623) Interchange - DDI		9135				\$ 5,314,767			\$ 1,895,820	\$ 26,489,242	\$ 33,699,829	\$ 34,567,873	
I-64 at Oilville Rd (Rte 617) Interchange		9411							\$ 606,000		\$ 606,000	\$ 520,806	SYIP funds are Congressionally Designated; funds provided for CN
Bottoms Bridge Park and Ride	120444						\$ 200,000				\$ 200,000	\$ 3	
Stavemill Rd Turn Lane			\$ 1,800,000								\$ 1,800,000	\$ -	
Rte 288 NB Hard Shoulder Running	122147	9325								\$ 8,000,000	\$ 8,000,000	\$ 7,411,254	
GreenCity Connector Trail and Bridge				\$ 1,655,000	\$ 1,960,000		\$ 3,181,500	\$ 3,181,500			\$ 9,978,000	\$ -	
F Manchester Connection to James River					\$ 564,900	\$ 1,034,997		\$ 2,372,467	\$ 2,372,467		\$ 6,344,831	\$ -	
Mayo Bridge Replacement	104888								\$ 5,000,000		\$ 5,000,000	\$ (5,000,000)	Appears to be overfunded from SYIP figures (note re: CVTA funds in SYIP online, so may be included in total?)
POV Richmond Marine Terminal Access Improvements at I-95/Bells Road			\$ 2,000,000								\$ 2,000,000	\$ -	
RT 288 NB Flyover to Bailey Bridge Connector - PE ONLY			\$ 3,696,750								\$ 3,696,750	\$ -	
N. Gayton Road Interchange at I-64			\$ 4,985,000								\$ 4,985,000	\$ -	
Chippenham Parkway/RT 60 Interchange Improvements			\$ 2,000,000								\$ 2,000,000	\$ -	
Rt. 301 3rd Southbound Lane					\$ 52,403	\$ 777,455					\$ 829,858	\$ -	
W Broad Street Intersection Improvements at Parham Road		9240				\$ 2,108,624			\$ 502,376		\$ 2,611,000	\$ 23,333,691	
Rt. 1/Rt. 30 Green-T						\$ 1,514,091		\$ 3,440,028			\$ 4,954,119	\$ -	
A Hull Street Phase II (US360)	121391	8929				\$ 779,570		\$ 1,199,332		\$ 4,312,949	\$ 6,291,851	\$ 7,928,537	
Rt. 301/Rt. 54 Roundabout					\$ 700,000	\$ 905,000		\$ 2,919,642			\$ 4,524,642	\$ -	
W Broad Street Improvements - Short Pump		9043			\$ 3,038,850				\$ 191,150		\$ 3,230,000	\$ 24,669,865	
I-95/Route 10 Interchange Improvement, Phase II		9270			\$ 4,182,067			\$ 512,327	\$ 12,391,888		\$ 17,086,282	\$ 25,187,765	
Magellan Parkway Bridge and Approach Section			\$ 2,010,000		\$ 1,346,000	\$ 6,086,400	\$ 6,086,400	\$ 3,043,200			\$ 18,572,000	\$ -	
G Broad Street Streetscape (US250) with Pulse Expansion Phase III		9009			\$ 2,380,938			\$ 2,547,668	\$ 3,871,394		\$ 8,800,000	\$ 13,808,713	
Brook Road Improvements - Villa Park Dr to Hilliard Rd					\$ 1,305,000	\$ 1,799,000	\$ 2,508,672	\$ 2,924,800	\$ 1,878,528		\$ 10,416,000	\$ -	
Woolridge Road (Route 288 - Old Hundred Road) Extension	112974			\$ 19,578,166	\$ 18,000,000						\$ 37,578,166	\$ (37,578,166)	Advanced schedule based on TAC review; funding shifted on I-64 and Commerce Rd Ph 2 to accommodate
Staples Mill Road Improvements		9041			\$ 4,331,401				\$ 1,338,599		\$ 5,670,000	\$ 29,919,278	
Woodman Road Improvements - Mountain Rd to Hungary Rd					\$ 3,270,000	\$ 9,397,785	\$ 6,102,121	\$ 9,078,094			\$ 27,848,000	\$ 34,721,308	
SB 288 Continuous HSR Lane - West Creek Parkway to Route 711		8927			\$ 3,850,646				\$ 521,492		\$ 4,372,138	\$ 39,203,393	
Route 360 (Woodlake Pkwy to Otterdale Rd) Widening		9014			\$ 3,579,090		\$ 7,372,054	\$ 9,048,856			\$ 20,000,000	\$ 14,276,877	

PROJECTS

Title	UPC	SS App ID	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Total CVTA	Balance to Complete	Notes
Vaughan Road Overpass					\$ 2,445,074	\$ 2,217,234					\$ 4,662,308	\$ 32,921,973	Other funds are CVTA Local (Ashland, Hanover), CSX, and DRPT CRF funds; estimate and schedule updated from Railroad Crossing Elimination Grant application
B Forest Hill Avenue Phase II		8930			\$ 2,811,949			\$ 4,119,146	\$ 3,703,018	\$ 4,011,708	\$ 14,645,821	\$ 24,113,920	
I-64 Widening				\$ 16,245,833	\$ 11,237,395	\$ 25,664,649	\$ 28,342,043	\$ 18,510,080			\$ 100,000,000	\$ -	VDOT requested at least \$50M - \$60M by FY25 and balance in FY26; funding shifted based on TAC review
SUBTOTAL (TOTAL ALLOCATIONS)			\$ 47,736,311	\$ 71,982,846	\$ 67,515,000	\$ 69,125,000	\$ 63,441,000	\$ 63,882,000	\$ 47,430,058	\$ 43,419,899	\$ 474,532,114		

RESERVES

Title	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Total CVTA
Regional Reserve (Target)	\$ -	\$ -	\$ -	\$ -	\$ 7,049,000	\$ 7,098,000	\$ 17,893,750	\$ 21,682,500	\$ 53,723,250
Surplus Reserve (beyond Target)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,251,192	\$ 7,172,601	\$ 13,423,793
SUBTOTAL (TOTAL RESERVES)	\$ -	\$ -	\$ -	\$ -	\$ 7,049,000	\$ 7,098,000	\$ 24,144,942	\$ 28,855,101	\$ 67,147,043

TOTAL ALLOCATION & RESERVE	\$ 47,736,311	\$ 71,982,846	\$ 67,515,000	\$ 69,125,000	\$ 70,490,000	\$ 70,980,000	\$ 71,575,000	\$ 72,275,000	\$ 541,679,157
PROJECTED & ACTUAL REVENUE	\$ 47,736,311	\$ 71,982,846	\$ 67,515,000	\$ 69,125,000	\$ 70,490,000	\$ 70,980,000	\$ 71,575,000	\$ 72,275,000	\$ 541,679,157
DIFFERENCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Actual Actual Projected Projected Projected Projected Projected Projected

PROGRAMMING NOTES

Funds generally programmed based on schedule (SYIP > SS Rd 5 > CVTA application)

Reserve Targets treat FY24 as Year 1; assume 10% for FY25 and FY26 as previously approved

I-64 & FLT prioritized for earlier funds

Smart Scale applications advanced to FY24 start to reduce inflationary impacts on scoring

FY24 REGIONAL PROJECT APPLICATION CYCLE

TAC

Review schedule
August 14

Update on application form and review project application status
September 20

Finance

Review current allocations plan
September 7

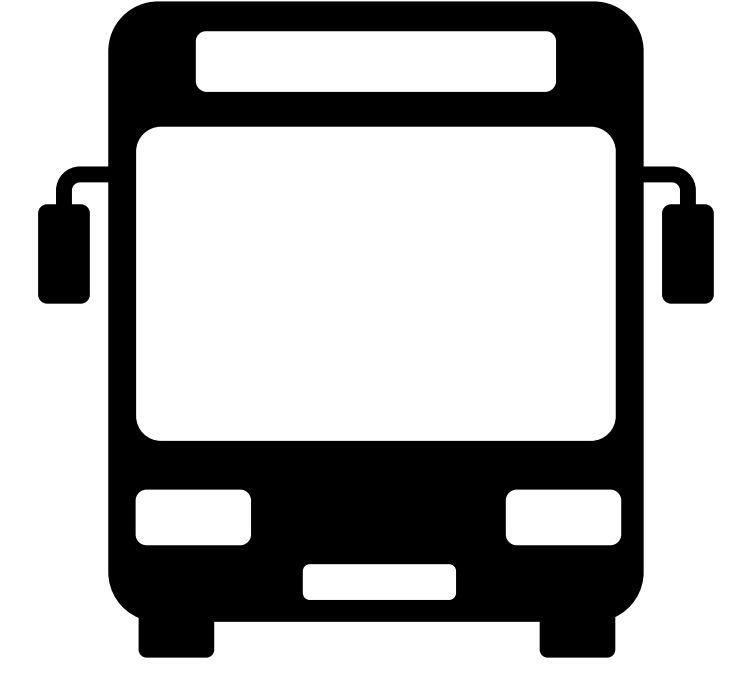
Staff

Develop Schedule
August 1 - August 14

Application Form Prep
August 14 - August 31

Applications Accepted
September 1 - September 29

PROJECT SUBMISSION



Staff

Regional Eligibility
September 29 - October 7

Estimate & Schedule Review
October 7 - November 10

Project Categorization
September 29 - October 7

Scope Clarification
September 29 - October 7

Supporting Data Sufficiency
September 29 - October 7

GIS Mapping
October 7 - October 12

Travel Demand Modeling (Mobility) October 7 - November 10

GIS Scoring (Safety, Accessibility) October 12 - November 10

November September
October

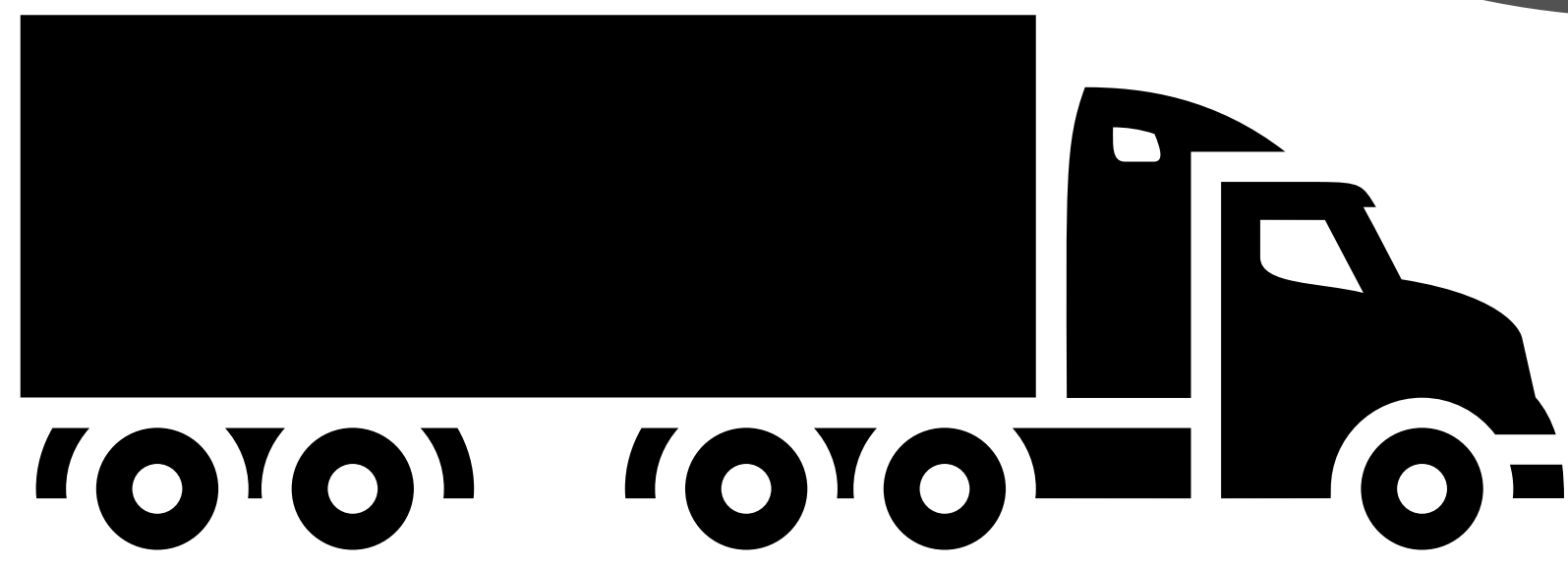
SCREENING & SCORING

TAC

Status update on screening and scoring
October 16

Finance

Review current allocations plan, available funding & options
October 11



December

November

TAC

Status update on screening and scoring
October 16

Estimating Ad Hoc Work Group
November 13

Finance

Review preliminary funding scenario with leveraging
November 8

Authority

Status update
October 27

Staff

Existing Project Review
November 10 - November 26

Support TAC Estimating Ad Hoc Work Group
November 10 - November 20

Prepare Scorecards
November 10 - November 20

TAC Review (Existing & New Priorities)
November 26 - December 11

PRIORITIZATION



TAC

Review draft allocations plan
December 11

Review & recommend full 6-year project list and funding scenario
January 8

Review & recommend full 6-year project list and funding scenario
January 10

Authority

Authorize public hearing and public review period
December 1

Public review period
January 12-25

Public hearing to approve 6-year project list and funding scenario
January 26

Staff

Develop Allocations Plan
November 10 - December 11

Revise Allocations Plan (post TAC Review)
December 11 - December 27

Finance Committee Review
December 27 - January 10

Revise Allocations Plan (post Finance Committee Review)
January 10 - January 11

Full Authority Approval
January 10 - January 26

Staff Develop Smart Scale Allocations Memo
January 26 - February 2

January November
December

ALLOCATIONS

EXHIBIT A

**Central Virginia Transportation Authority
Annual Certification of Expenditures**

Town of Ashland, Virginia

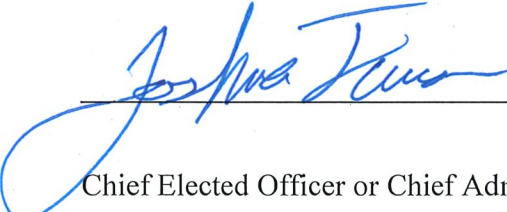
Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

The Town of Ashland, Virginia, has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of the Town of Ashland, Virginia, that all revenues distributed to the Town of Ashland, Virginia, from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Chief Elected Officer or Chief Administrative Officer

Date: 6-27-2023

Central Virginia Transportation Authority
Annual Certification of Expenditures – Fiscal Year [2023]
[Charles City County, Virginia]

Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

Charles City County, Virginia has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of Charles City County, Virginia that all revenues distributed to Charles City County, Virginia from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Chief Elected Officer or
Chief Administrative Officer

Date: July 28, 2023

Central Virginia Transportation Authority
Annual Certification of Expenditures – Fiscal Year 2023
Chesterfield County

Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

Chesterfield County has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of Chesterfield County that all revenues distributed to Chesterfield County from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



County Administrator

Date: 7/25/23

**Central Virginia Transportation Authority
Annual Certification of Expenditures**

Goochland County

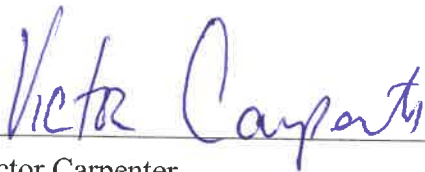
Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

Goochland County has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of Goochland County that all revenues distributed to Goochland County from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Victor Carpenter
County Administrator

Date: 07-26-23

**Central Virginia Transportation Authority
Annual Certification of Expenditures (FY 23)
Hanover County**

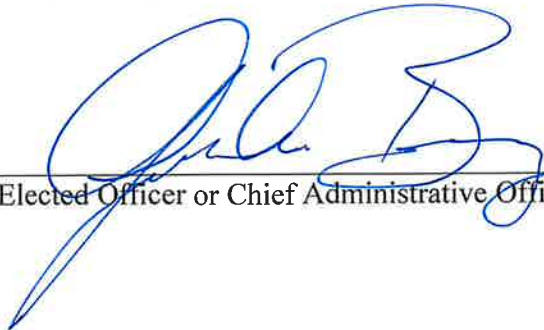
Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

Hanover County has submitted documentation to the CVTA sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports, and this Annual Certification of Expenditures.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification for FY 23, I hereby certify, on behalf of Hanover County that all revenues distributed to Hanover County from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Chief Elected Officer or Chief Administrative Officer

Date: 4/17/2023

Central Virginia Transportation Authority
Annual Certification of Expenditures – Fiscal Year 2023
Henrico County


Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

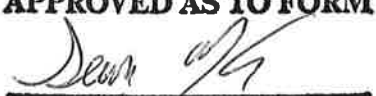
Henrico County has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of Henrico County that all revenues distributed to Henrico County from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



John A. Vithoulkas, County Manager

Date: August 10, 2023

APPROVED AS TO FORM


COUNTY ATTORNEY

**Central Virginia Transportation Authority
Annual Certification of Expenditures
County of New Kent, Virginia**

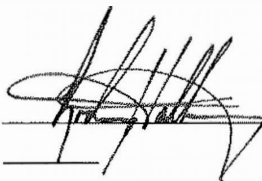
Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

New Kent County has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the Code of Virginia (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of New Kent County that all revenues distributed to New Kent County from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Date: 7-13-2023

Chief Elected Officer or Chief Administrative Officer

Central Virginia Transportation Authority
Annual Certification of Expenditures – Fiscal Year 2023
Powhatan County

Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

Powhatan has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of Powhatan that all revenues distributed to Powhatan from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Date: 8-30-23

Chief Elected Officer or
Chief Administrative Officer

Central Virginia Transportation Authority
Annual Certification of Expenditures – Fiscal Year -2023
City of Richmond

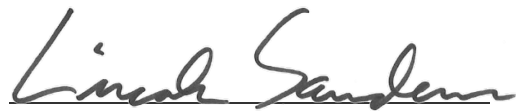
Central Virginia Transportation Authority (CVTA) member jurisdictions and the Greater Richmond Transit Company (GRTC), which receive revenues from the Central Virginia Transportation Fund (Fund), must annually provide sufficient documentation as required by the CVTA showing that they used the revenues distributed to them under Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) for the purposes set forth therein.

Fund revenues returned to member jurisdictions must be used to improve local mobility, which may include construction, maintenance, or expansion of roads, sidewalks, trails, mobility services, or transit located in the locality.

Fund revenues distributed to GRTC must be used to provide transit and mobility services in Planning District 15.

City of Richmond has submitted documentation sufficient to meet the requirements of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701), including its spending plans, quarterly reports to the CVTA, and this Annual Certification Report.

Pursuant to and in compliance with these requirements and in conjunction with the documentation submitted as part of this Annual Certification, I hereby certify, on behalf of the City of Richmond that all revenues distributed to the City of Richmond from the Fund were used in compliance with the applicable provisions of Chapter 37, Title 33.2 of the *Code of Virginia* (§ 33.2-3701) as shown by the submitted documentation.



Date: 8/30/23

Chief Administrative Officer

CVTA Quarterly Expenditures - Local Funds

Updated 8/1/23

Jurisdiction	UPC or other	Project Name	Project Detail	Funding Source	CVTA Appropriation	Previous Expenditures	Q1 FY23	Q2 FY23	Q3 FY23	Q4 FY23	LTD CVTA Expenditures
Charles City	NA	Staff Salary	Portions of salary for Transportation Planner, Director, and Administrative Assistant	CVTA	\$ 61,325	\$ -	\$ 15,331	\$ 15,331	\$ 15,331	\$ 15,331	\$ 61,325
Chesterfield	11187C1	Unallocated	Unallocated funds	Multiple	\$ 1,281,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chesterfield	11817C1	Nash Road	Nash Road extended	Multiple	\$ 10,000,000	\$ 296,876	\$ -	\$ -	\$ -	\$ -	\$ 296,876
Chesterfield	11831C2	Woolridge Road	Woolridge Road extended	Multiple	\$ 6,916,000	\$ 358,052	\$ -	\$ -	\$ -	\$ -	\$ 358,052
Chesterfield	11891C1	Otterdale Widening		Multiple	\$ 5,927,464	\$ -	\$ -	\$ -	\$ 2,306,891	\$ 3,502,738	\$ 5,809,629
Chesterfield	11948C1	Otterdale Drainage		Multiple	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chesterfield	11960C1	Woolridge Road	Woolridge Road (Watermill to Genito) widening	CVTA	\$ 12,450,000	\$ 27,792	\$ -	\$ -	\$ 680,027	\$ 209,627	\$ 917,446
Chesterfield	11963C1	Powwhite Parkway Extension	Powwhite Parkway Extension - Phase 1	CVTA	\$ 16,099,735	\$ 1,251,939	\$ 44,484	\$ 119,333	\$ 289,993	\$ 169,551	\$ 1,875,300
Chesterfield	11964C1	Centralia Road/Old Wrexham Road	Centralia Road/Old Wrexham Road roundabout	CVTA	\$ 4,000,000	\$ 131,401	\$ 1,467	\$ 38,110	\$ 16,591	\$ 24,196	\$ 211,765
Chesterfield	11965C1	Route 10	Route 10 (Rt 288 to Courthouse) weave mitigation	CVTA	\$ 7,263,500	\$ 181,915	\$ -	\$ 83,447	\$ 37,733	\$ 83,157	\$ 386,252
Chesterfield	11966C1	I-95/Willis Road Interchange	I-95/Willis Road Interchange - PE only	CVTA	\$ 2,000,000	\$ 736,727	\$ -	\$ 48,950	\$ 28,209	\$ 15,674	\$ 829,560
Chesterfield	12037C1	360 at Turner Rd Ped Improvement		CVTA	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Goochland		East End Trail	Installation of a paved trail as a recreational facility	Multiple	\$ 77,054	\$ -	\$ 77,054	\$ -	\$ -	\$ -	\$ 77,054
Goochland	120456	OPTICOM	Emergency Signal Preemption	CVTA	\$ 135,000	\$ -	\$ -	\$ 135,000	\$ -	\$ -	\$ 135,000
Goochland	120529	Company 1 Median Reconstruction	Reconstruct median crossover in front of Fire-Rescue Co. 1	CVTA	\$ 17,372	\$ -	\$ -	\$ 17,372	\$ -	\$ -	\$ 17,372
Goochland	105733	Hockett Rd Realignment	Traffic Analysis to support Smart Scale application	Multiple	\$ 4,055	\$ -	\$ -	\$ 4,055	\$ -	\$ -	\$ 4,055
Goochland	113323	Fairground Rd Extension	New road alignment - extension of Rte 632	Multiple	\$ 252,003	\$ -	\$ -	\$ -	\$ -	\$ 252,003	\$ 252,003
Hanover	109260	Pole Green Rd Widening	Widen to 4-lanes between Bell Creek Rd and Rural Point Rd	Multiple	\$ 8,730,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanover	NA	Lewistown Rd / Ashcake Rd Intn. Imprv.	Improve operations and safety in the intersection	CVTA	\$ 6,785,000	\$ 136,899	\$ 40,532	\$ 111,436	\$ 128,148	\$ 75,771	\$ 492,786
Hanover	NA	Rt. 301 - 3rd Southbound Ln	Convert SB shoulder to a through lane to improve operations and safety	CVTA	\$ 1,329,858	\$ 53,473	\$ 32,506	\$ 16,103	\$ 10,016	\$ 29,512	\$ 141,611
Hanover	NA	Rt. 1 / Rt. 30 Intn. Imprv.	Install traffic signal to improve operations and safety	CVTA	\$ 6,419,689	\$ 77,108	\$ 29,598	\$ 17,794	\$ 33,186	\$ 63,081	\$ 220,767
Hanover	NA	Atlee Rd / Bus. Rt. 360 / Cold Harbor Rd Intn. Imprv.	Improve operations and safety in the intersection	CVTA	\$ 5,660,000	\$ 129,267	\$ 61,446	\$ 61,797	\$ 8,757	\$ 21,176	\$ 282,444
Hanover	120331	Trench Widen & Paving Rehab (Various Routes)	Widen shoulders 1' (min.) and overlay entire road	CVTA	\$ 42,000,000	\$ -	\$ 2,677,158	\$ -	\$ -	\$ -	\$ 2,677,158
Hanover	NA	Economic Development Road Improvements	Road improvements to support economic development	CVTA	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanover	NA	Bike/Ped. Improvements	20% local match for TA grant applications	CVTA	\$ 449,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanover	NA	Paper Steets - Paving & Maintenance	Paving and limited maintenace of "paper" streets	CVTA	\$ 150,000	\$ 10,960	\$ 5,500	\$ -	\$ 4,214	\$ 3,988	\$ 24,662
Hanover	121413	Cool Spring Elementary School Ped. Imprv.	Construct sidewalk and crosswalks	Multiple	\$ 51,000	\$ -	\$ -	\$ -	\$ 9,786	\$ 4,822	\$ 14,609
Hanover	115195	Atlee Station Rd Widening (Ph. 2)	Widen to 4-lanes between Warren Ave. and Kings Charter Rd	Multiple	\$ 4,830,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanover	13551	Rt. 360 / Lee Davis Rd Widening	Widen to 8-lanes from Wynbrook Ln to Sujen Ct	Multiple	\$ 7,800,000	\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ 7,872
Hanover	NA	Creighton Rd-Pkwy / Walnut Grove Rd Roundabout	Improve operations and safety in the intersection	CVTA	\$ 2,855,000	\$ -	\$ -	\$ -	\$ -	\$ 117,166	\$ 117,166
Hanover	NA	Rt. 301 / 54 Roundabout	Improve operations and safety in the intersection	CVTA	\$ 4,524,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Henrico	09015	Fall Line Trail		CVTA	\$ 7,630,000	\$ 130,486	\$ 593,281	\$ 542,234	\$ 644,993	\$ 408,825	\$ 2,319,818
Henrico	08163	Safety Studies (3)		CVTA	\$ 500,000	\$ 41,567	\$ 123,752	\$ 131,807	\$ 231,222	\$ 103,266	\$ 631,614
Henrico	09034	Horsepen Rd/Glenside Drive		CVTA	\$ 590,000	\$ 100,239	\$ 123,809	\$ 2,980	\$ 557,261	\$ 378,819	\$ 1,163,108
Henrico	09055	Countywide Safety Improvements		CVTA	\$ 1,000,000	\$ 148,247	\$ 149,407	\$ 56,736	\$ 56,879	\$ 468,388	\$ 879,657
Henrico	06837	Countywide Pedestrian Improvements (1)		CVTA	\$ 3,485,300	\$ -	\$ 4,648	\$ 63,473	\$ 9,873	\$ 826,761	\$ 904,755
Henrico	09032	Construction Engineer Inspection Services		CVTA	\$ 1,540,000	\$ 235,053	\$ 172,488	\$ -	\$ 60,879	\$ 81,472	\$ 549,892
Henrico	01047	Causeway Dr Sidewalk		CVTA	\$ 120,000	\$ 28,088	\$ 4,756	\$ 1,262	\$ 7,977	\$ 158,018	\$ 200,101
Henrico	08882	Sadler Place Roundabout		CVTA	\$ 600,000	\$ -	\$ 1,210	\$ 44,247	\$ 1,038	\$ -	\$ 46,495
Henrico	08164	Magellan Parkway		CVTA	\$ 9,550,000	\$ 9,064	\$ 170,333	\$ 122,338	\$ 268,863	\$ 240,080	\$ 810,678
Henrico	09035	N. Gayton Rd Bike/Ped Improvements		CVTA	\$ 100,000	\$ 700	\$ 38,432	\$ 8,617	\$ 10,391	\$ 2,319	\$ 60,459
Henrico	06633	Greenwood Road Improvements		CVTA	\$ 600,000	\$ -	\$ 7,502	\$ 5,295	\$ 191,762	\$ 51,770	\$ 256,329

CVTA Quarterly Expenditures - Local Funds

Updated 8/1/23

Jurisdiction	UPC or other	Project Name	Project Detail	Funding Source	CVTA Appropriation	Previous Expenditures	Q1 FY23	Q2 FY23	Q3 FY23	Q4 FY23	LTD CVTA Expenditures
Henrico	09054	Countywide Structural Calming Improvements		CVTA	\$ 1,000,000	\$ 6,300	\$ 95,100	\$ 35,110	\$ 411,823	\$ 267,324	\$ 815,657
Henrico	09287/09267	Mill Road Improvements		CVTA	\$ 959,000	\$ -	\$ 527,587	\$ 28,133	\$ 59,264	\$ 2,109,044	\$ 2,724,028
Henrico	08366	Gay Avenue Sidewalk		CVTA	\$ 1,210,000	\$ -	\$ 216,631	\$ -	\$ (45,093)	\$ 19,101	\$ 190,639
Henrico	09107	Raintree Drive Sidewalk		CVTA	\$ 130,000	\$ -	\$ 19,926	\$ -	\$ 9,421	\$ 12,784	\$ 42,131
Henrico	08757	Bethlehem Road Improvements		CVTA	\$ 450,000	\$ -	\$ 12,718	\$ -	\$ 12,521	\$ 51,905	\$ 77,144
Henrico	08478	Nucklos Road Left Turn Land Phase II		CVTA	\$ 550,000	\$ -	\$ 2,794	\$ -	\$ -	\$ -	\$ 2,794
Henrico	08150	Short Pump Area/ North Gayton Interchange Study(2)		CVTA	\$ -	\$ -	\$ -	\$ 51,357	\$ 80,255	\$ -	\$ 131,612
Henrico	09106	Messer Road Trail (2)		CVTA	\$ -	\$ -	\$ -	\$ 912	\$ 4,888	\$ 53,151	\$ 58,951
Henrico	09108	VCC Connector(2)		CVTA	\$ -	\$ -	\$ -	\$ 1,524	\$ 4,199	\$ 55,929	\$ 61,652
Henrico	09286	Whiteside Road Roundabout(2)		CVTA	\$ -	\$ -	\$ -	\$ 9,614	\$ 32,355	\$ 2,415,413	\$ 2,457,382
Henrico	09388	Maude Trevette Elementary Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ 3,087	\$ 11,770	\$ 33,836	\$ 48,693
Henrico	09102	Church Rd Safety & Mobility Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ (28,945)	\$ -	\$ -	\$ (28,945)
Henrico	08996	Glover Park Access Road(2)		CVTA	\$ -	\$ -	\$ -	\$ 84,325	\$ 39,379	\$ 19,004	\$ 142,708
Henrico	09447	Winfrey Road Pedestrian Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ 557	\$ 12,314	\$ 13,879	\$ 26,750
Henrico	09449	N. Parham Road Sidewalk Phase III(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 494	\$ 8,984	\$ 9,478
Henrico	09450	Eastridge Road Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 4,301	\$ 7,216	\$ 11,517
Henrico	09460	Glen Allen HS Intersection Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 6,317	\$ 15,983	\$ 22,300
Henrico	09488	Staples Mill Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 18,331	\$ 40,424	\$ 58,755
Henrico	09487	Airport Drive Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 1,830	\$ 18,533	\$ 20,363
Henrico	09489	Doran Roundabout(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 5,146	\$ 22,772	\$ 27,918
Henrico	09493	Staples Mill & Old Staples Mill Intersection Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 4,919	\$ 20,395	\$ 25,314
Henrico	09439	GRTC Bus Stop Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ (11,725)	\$ -	\$ (11,725)
Henrico	08924	Bremo Road Sidewalk (2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 65,711	\$ 399,320	\$ 465,031
Henrico	09437	Parham Road Intersection Improvements(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 308	\$ 71,704	\$ 72,012
Henrico	09440	Liesfeld Farm Drive(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 2,793	\$ 98,186	\$ 100,979
Henrico	09446	Thalbro Street and Maywill Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 29,447	\$ 11,807	\$ 41,254
Henrico	08276	St Claire Lane Sidewalk(2)		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 823,298	\$ 534,733	\$ 1,358,031
Henrico	08997	Four Mile Creek (Restrooms)(1)		CVTA	\$ 314,700	\$ 100,000	\$ 314,646	\$ -	\$ -	\$ -	\$ 414,646
New Kent	NA	Staff Salary		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 10,343	\$ 12,577	\$ 22,920
New Kent	NA	Office Equipment		CVTA	\$ -	\$ -	\$ -	\$ -	\$ 1,093	\$ -	\$ 1,093
New Kent	NA	County Trash/Litter Pick-Up Contract		CVTA	\$ -	\$ -	\$ 12,476	\$ 12,476	\$ 12,476	\$ 14,876	\$ 52,304
New Kent	NA	Vehicle Insurance		CVTA	\$ -	\$ -	\$ 518	\$ -	\$ -	\$ -	\$ 518
Richmond	107264	Paving, Traffic Calming & ADA Infrastructure	Citywide Paving Program, staff	CVTA	\$ 21,253,679	\$ 15,264,369	\$ 442,507	\$ 1,612,235	\$ -	\$ 2,308,669	\$ 19,627,779
Richmond	106121	Traffic Engineering Division	Signal Modernization, Regulatory & Warning Sign Replacement (HISN)	CVTA	\$ 6,708,977	\$ 1,841,326	\$ 263,007	\$ 450,579	\$ 662,844	\$ 672,721	\$ 3,890,477
Richmond	106122	Roadway & Sidewalk Operations and Maintenance	Sidewalk Replacement and ROW maintenance citywide, Staff	CVTA	\$ 6,810,009	\$ 1,784,075	\$ 963,844	\$ 733,318	\$ 1,180,961	\$ 887,015	\$ 5,549,214
Richmond	106123	Bridge Maintenance/ Operations	P1 and P2 maintenance items including joint replacements, etc., staff	CVTA	\$ 2,217,152	\$ 251,940	\$ 13,446	\$ 122,393	\$ 413,485	\$ 30,432	\$ 831,696
Richmond	106120	ROW Maintenance /Operations	Staff	CVTA	\$ 938,607	\$ 101,013	\$ 21,719	\$ 15,450	\$ 17,758	\$ 12,969	\$ 168,908
Richmond	107266	Transportation Engineering Division	Commerce Road Improvement Project	CVTA	\$ 3,831,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Richmond	108292	Speed Management Program	Program that addresses the factors of speeding through engineering, enforcement and education.	CVTA	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 114,485	\$ 114,485	\$ 228,970
Richmond	107265	Multi-Modal Transportation-Bike, Ped & Transit	BRT Redlanes, Path to Equity: Transportation Policy Guide, Bikeshare concrete pad installation and Bike station electrification, staff	CVTA	\$ 3,820,981	\$ 1,078,412	\$ 101,194	\$ 464,181	\$ 481,007	\$ 327,131	\$ 2,451,925
					\$ 248,717,925	\$ 24,513,288	\$ 7,367,474	\$ 5,228,694	\$ 10,073,407	\$ 17,982,354	\$ 65,165,218

(1) #08997 original budget \$100K ; additional funding need to bid construction source #06837

(2) #06837, #08163 funding source for state matching funds ,unanticipated projects

(3)Feb 2023 amendmentFY21&FY22 final allocaton \$4,670,000#06837;\$525,264#08163;\$4,650,891#00985\$5,965,845#06851;\$2,088,000#23005

**GRTC Transit System
CVTA Special Fund Quarterly Report
For the Quarter Ended September 30, 2022**

Beginning Balance @ June 30, 2022		\$	<u>25,960,951.67</u>
 Receipts:			
July 29, 2022 GRTC 15% Funds Distribution - Month of June 2022	\$		2,629,414.64
August 30, 2022 GRTC 15% Funds Distribution - Month of July 2022	\$		2,526,836.37
September 27, 2022 GRTC 15% Funds Distribution - Month of August 2022	\$		2,518,675.21
July 29, 2022 Interest Income LGIP EM- July 2022	\$		16,582.89
July 29, 2022 July 2022 LGIP EM Share unrealized gain/(loss)	\$		36,734.33
August 31, 2022 Interest Income LGIP EM- August 2022	\$		22,322.18
August 31, 2022 August 2022 LGIP EM Share unrealized gain/(loss)	\$		(55,152.04)
September 30, 2022 Interest Income LGIP EM- September 2022	\$		26,958.47
September 30, 2022 September 2022 LGIP EM Share unrealized gain/(loss)	\$		<u>(73,626.78)</u>
		\$	7,648,745.27
 Uses:			
Costs incurred in preparing GRTC Regional Public Transportation Plan		\$	(16,421.06)
Costs incurred in preparing GRTC Micromobility Plan		\$	(49,945.38)
 GRTC Operating and Capital Expense			
GRTC Operating Expense Qtr 1 FY2023 Draw	\$		(5,353,750.00)
GRTC Capital Expense Qtr 1 FY2023 Local Share Draw	\$		<u>(101,855.75)</u>
Subtotal GRTC Operating and Capital Expense		\$	(5,455,605.75)
Ending Balance @ September 30, 2022		\$	<u>28,087,724.75</u>

**GRTC Transit System
CVTA Special Fund Quarterly Report
For the Quarter Ended December 31, 2022**

Beginning Balance @ September 30, 2022		\$	<u>28,087,724.75</u>
Receipts:			
October 31, 2022 GRTC 15% Funds Distribution - Month of September 2022	\$		2,595,498.47
December 1, 2022 GRTC 15% Funds Distribution - Month of October 2022	\$		2,689,437.09
GRTC 15% Funds Distribution - Month of November 2022 *			
October 31, 2022 Interest Income LGIP EM- October 2022	\$		36,370.34
October 31, 2022 October 2022 LGIP EM Share unrealized gain/(loss)	\$		(18,434.21)
November 30, 2022 Interest Income LGIP EM- November 2022	\$		40,033.95
November 30, 2022 November 2022 LGIP EM Share unrealized gain/(loss)	\$		18,471.36
December 30, 2022 Interest Income LGIP EM- December 2022	\$		45,446.92
December 30, 2022 December 2022 LGIP EM Share unrealized gain/(loss)	\$		<u>37,024.41</u>
		\$	5,443,848.33
Uses:			
Costs incurred in preparing GRTC Regional Public Transportation Plan		\$	-
Costs incurred in preparing GRTC Micromobility Plan		\$	(10,942.04)
GRTC Operating and Capital Expense			
GRTC Operating Expense Qtr 2 FY2023 Draw	\$		(5,353,750.00)
GRTC Capital Expense Qtr 2 FY2023 Local Share Draw	\$		<u>(101,855.75)</u>
Subtotal GRTC Operating and Capital Expense		\$	(5,455,605.75)
Ending Balance @ December 31, 2022		\$	<u>28,065,025.29</u>

* Note \$2,577,372.85 was received on January 9, 2023

**GRTC Transit System
CVTA Special Fund Quarterly Report
For the Quarter Ended March 31, 2023**

Beginning Balance @ December 31, 2022	<u>\$ 28,065,025.29</u>
--	--------------------------------

Receipts:

January 9, 2023 GRTC 15% Funds Distribution - Month of November 2022	\$ 2,577,372.85	
January 24, 2023 GRTC 15% Funds Distribution - Month of December 2022	\$ 2,543,225.58	
February 27, 2023 GRTC 15% Funds Distribution - Month of January 2023	\$ 3,013,470.43	
March 24, 2023 GRTC 15% Funds Distribution - Month of February 2023	\$ 2,437,201.66	
January 31, 2023 Interest Income LGIP EM- January 2023	\$ 50,302.12	
January 31, 2023 January 2023 LGIP EM Share unrealized gain/(loss)	\$ 37,116.97	
February 28, 2023 Interest Income LGIP EM- February 2023	\$ 54,353.78	
February 28, 2023 February 2023 LGIP EM Share unrealized gain/(loss)	\$ (22,471.40)	
March 31, 2023 Interest Income LGIP EM- March 2023	\$ 62,526.88	
March 31, 2023 March 2023 LGIP EM Share unrealized gain/(loss)	<u>\$ 90,106.76</u>	
		\$ 10,843,205.63

Uses:

Costs incurred in preparing GRTC Regional Public Transportation Plan		\$ -
Costs incurred in preparing GRTC Micromobility Plan		\$ (255.42)
GRTC Operating and Capital Expense		
GRTC Operating Expense Qtr 3 FY2023 Draw	\$ (5,353,750.00)	
GRTC Capital Expense Qtr 3 FY2023 Local Share Draw	<u>\$ (101,855.75)</u>	
Subtotal GRTC Operating and Capital Expense		\$ (5,455,605.75)

Ending Balance @ March 31, 2023	<u>\$ 33,452,369.75</u>
--	--------------------------------

**GRTC Transit System
CVTA Special Fund Quarterly Report
For the Quarter Ended June 30, 2023**

Beginning Balance @ March 31, 2023	<u>\$ 33,452,369.75</u>
---	--------------------------------

Receipts:

April 25, 2023 GRTC 15% Funds Distribution - Month of March 2023	\$ 2,542,650.30	
May 26, 2023 GRTC 15% Funds Distribution - Month of April 2023	\$ 2,740,177.64	
June 26, 2023 GRTC 15% Funds Distribution - Month of May 2023	\$ 2,623,327.92	
April 30, 2023 Interest Income LGIP EM- April 2023	\$ 63,140.56	
April 30, 2023 April 2023 LGIP EM Share unrealized gain/(loss)	\$ -	
May 1, 2023 Interest Income WF Treasury Sweep April 2023	\$ 4,134.18	
May 31, 2023 Interest Income LGIP EM- May 2023	\$ 68,285.72	
May 31, 2023 May 2023 LGIP EM Share unrealized gain/(loss)	\$ (22,654.01)	
June 1, 2023 Interest Income WF Treasury Sweep May 2023	\$ 34,715.46	
June 30, 2023 Interest Income LGIP EM- June 2023	\$ 68,107.73	
June 30, 2023 June 2023 LGIP EM Share unrealized gain/(loss)	<u>\$ -</u>	
		\$ 8,121,885.50

Uses:

Costs incurred in preparing GRTC Regional Public Transportation Plan		\$ -
Costs incurred in preparing GRTC Micromobility Plan		\$ (12,499.25)
GRTC Operating and Capital Expense		
GRTC Operating Expense Qtr 4 FY2023 Draw	\$ (5,353,750.00)	
GRTC Capital Expense Qtr 4 FY2023 Local Share Draw	<u>\$ (101,855.75)</u>	
Subtotal GRTC Operating and Capital Expense		\$ (5,455,605.75)

Ending Balance @ June 30, 2023	<u>\$ 36,106,150.25</u>
---------------------------------------	--------------------------------