



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 information@cvtava.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 information@CVTAVA.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.

Photo: Tucker Park boat ramp, Goochland County

Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC)

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 Collaborative and Don't Trash Central Virginia.

AGENDA

CVTA TECHNICAL ADVISORY COMMITTEE (TAC)

Monday, April 8, 2024, 1:00 p.m. - Zoom Meeting

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_0QK7ykJZTbeF0hMDuGFD0Q

- 1. Welcome and Introductions**
(Clarke)
- 2. Roll Call & Certification of a Quorum**
(Scott)
- 3. Consideration of Amendments to the Agenda**
(Clarke)
- 4. Approval of March 11, 2024, Meeting Minutes** – page 4
(Clarke)
Requested action: approval of meeting minutes as presented (voice vote).
- 5. Public Comment Period**
(Clarke/5 minutes)
- 6. CVTA TAC Chair's Report**
(Clarke/5 minutes)
- 7. GRTC Regional Public Transportation Plan**
(Torres/15 minutes)
Action Item: motion to recommend acceptance of the 2024 GRTC Regional Public Transportation Plan.
- 8. CVTA-Locality Standard Project Agreements (Henrico County)**
(Clarke/5 minutes)
Action requested: motion to recommend approval of five Henrico County SPAs by the CVTA at its next meeting.
 - a. **CVTA-021 – Green City Connector Trail & Bridge** – page 7
 - b. **CVTA-026 – N. Gayton Road Interchange at I-64** – page 13
 - c. **CVTA-035 – Magellan Parkway Bridge & Approach Section** – page 19
 - d. **CVTA-037 Brook Road Improvements – Villa Park to Hilliard Road** – page 25
 - e. **CVTA-040 – Woodman Road – Mountain Road to Hungary Road** – page 31

9. Regional Framework Parking Lot List - Step 4: Project Selection

(Walker/40 minutes)

Information item: Review of parking lot items.

- a. Two-year Cycle Key Dates**
- b. Readiness**
- c. Consideration of the Authority's priorities**

10. CVTA TAC Member Comments

(Clarke/5 minutes)

11. Next Meeting: May 13, 2024, at 1:00 p.m.

(Clarke)

12. Adjournment

(Clarke)

**CENTRAL VIRGINIA TRANSPORTATION AUTHORITY
 TECHNICAL ADVISORY COMMITTEE (TAC)**

**ZOOM MEETING MINUTES
 March 11, 2024, 1:00 p.m.**

Members and Alternates Present:

Voting Members					
Town of Ashland		Charles City County		Chesterfield County	
Nora Amos	X	Gary Mitchell		Barbara K. Smith, Vice Chair	X
Kerri Ragland		Rhonda Russell (A)		Chessa D. Walker (A)	X
Goochland County		Hanover County		Henrico County	
Austin Goyne	X	Joseph E. Vidunas	X	Todd Eure	X
		Randy Hardman (A)			
Thomas M. Coleman (A)		Powhatan County		Sharon Smidler (A)	X
New Kent County		Bret Schardein (A)		City of Richmond	
Amy Inman	X			Dironna Moore Clarke, Chair	X
Kelli Le Duc (A)					
Non-Voting Members					
GRTC Transit System		PlanRVA/RRTP0		RMTA*	
Frank Adarkwa	X	Myles Busching	X	Joi Taylor Dean	
Patricia Robinson (A)	X	VDOT		Virginia Port Authority	
VDRPT		Dale Totten		Barbara Nelson	X
Tiffany T. Dubinsky	X	Mark Riblett (A)	X		
Daniel Wagner (A)		Liz McAdory (A)	X		

The technology used for the CVTA TAC 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](#).

1. Welcome and Introductions

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) Chair, Dironna Moore Clarke, presided and called the February 5, 2024, CVTA Technical Advisory Committee (TAC) regular meeting to order at 1:00 p.m.

2. Roll Call & Certification of a Quorum

Janice Scott, PlanRVA, took attendance by roll call and certified that a quorum was present.

3. Consideration of Amendments to the Agenda

There were no requested amendments to the agenda.

4. Approval of January 8, 2024, CVTA TAC Meeting Minutes

a. February 5, 2024, CVTA TAC Meeting Minutes

On motion by Todd Eure, seconded by Austin Goyne, the members of the CVTA Technical Advisory Committee voted unanimously to approve the meeting minutes as presented (voice vote).

b. February 16, 2024, CVTA TAC Meeting Minutes

On motion by Barbara Smith, seconded by Amy Inman, the members of the CVTA Technical Advisory Committee voted unanimously to approve the meeting minutes as presented (voice vote).

5. Public Comment Period

There were no requests to address the committee.

6. CVTA TAC Chair's Report

Chair Clarke thanked the members for their work leading up to and during the last meeting.

7. Fall Line Trail Updates

a. Wayfinding Plan

Chet Parsons provided an update from the discussion at the last working group meeting on the wayfinding plan. The goal is to create a useful tool for the localities to use in planning and funding the wayfinding in their respective areas of the trail.

Chair Clarke asked if a draft of the wayfinding plan is available. Mr. Parsons reported that a draft was shared previously, but the most recent updates on destinations, etc. have not yet been added.

b. DB 2

Mark Riblett provided an update on the recent progress and upcoming expected progress on DB2. He clarified that the look and feel of the trail is intended to be somewhat like the Capital Trail. He doesn't have an update on the design build guidelines at this point.

8. Revised Allocation Plan - Round 3 Impacts

Mr. Parsons provided a detailed overview of the revisions to the allocation plan.

Committee members had questions and Mr. Parson and Mr. Busching clarified the following:

- The process for potential future amendments will depend on the change. Major changes may require TAC review. Smaller adjustments can be handled administratively by staff.
- When projects were moved from FY24 to FY26, funds were freed up for projects that could possibly begin in FY25.
- Localities should resubmit projects that are eligible for second-year attempts at funding after the SmartScale deadline. There is no requirement for notification to CVTA on application status. Staff will know the full list of projects sometime this summer.

On motion by Barbara Smith, seconded by Todd Eure, the members of the CVTA Technical Advisory Committee voted unanimously to recommend CVTA approval of March 2024 Regional Projects allocations plan as amended (voice vote).

Town of Ashland		Charles City County		Chesterfield County	
Nora Amos (could not participate in vote due to Zoom connection)		Absent		Barbara Smith	Aye
Goochland County		Hanover County		Henrico County	
Austin Goyne	Aye	Joseph E. Vidunas	Aye	Todd Eure	Aye
New Kent County		Powhatan		City of Richmond	
Amy Inman	Aye	Absent		Dironna Moore Clarke, Chair	Aye

9. Regional Framework Parking Lot List

Chessa Walker shared the list of parking lot options. The committee reviewed the items and discussed the process. There was a consensus that more time is needed in the process to allow for providing scores and answering questions. It was noted that the framework cannot capture every possible situation.

10. Regional Funding Applications: Two-year Cycle Key Dates

Mr. Parsons reviewed the tentative schedule for the next two-year cycle leading up to Smart Scale Round 7. The draft schedule will be sent to the committee members for further review.

11. Third-party Estimate Reviews – Update

Mr. Parsons provided an update to TAC on development of engineering on-call bench. Committee members discussed the desired outputs of the cost estimate review process.

12. CVTA TAC Member Comments

There were no member comments.

13. Next Meeting: Monday, April 8, 2024, at 1:00 p.m.

14. Adjournment

Chair Clarke adjourned the meeting at 2:35 p.m.

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0021	Green City Connector Trail and Bridge	-	LOCALITY

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

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

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

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

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

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

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

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

If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.

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

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

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

LOCALITY, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	Green City Connector Trail and Bridge
CVTA Project Number:	CVTA-0021
UPC Number (If Applicable):	N/A
CVTA Program Coordinator:	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW, CN (PE if needed)
Allocated Project Funding Amount:	\$9,978,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	8/12/2024
Geotechnical Engineering Report	8/1/2024
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	Not Applicable
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	8/15/2024
Utility Field Inspection (If Applicable)	9/24/2024
ROW Design Phase Submittal (If Applicable)	9/30/2024
ROW Acquisition	6/16/2025
Relocate Utilities (If Applicable)	12/1/2025
Final Construction Design Phase Submittal	3/15/2025
Draft Invitation for Bid Submittal	11/1/2025
Invitation for Bid Advertisement	12/2/2025
Environmental Permits Obtained (If Applicable)	8/20/2025
Begin Construction	2/2/2026
End Construction	2/2/2028

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0026	N. Gayton Road Interchange at I-64	-	LOCALITY

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

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

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

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

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

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

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

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
 - c. Submit quarterly progress and expenditure reports, and invoices with supporting documentation to the CVTA in the form prescribed by the CVTA. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a cash flow summary of all payment requests, payments, and adjustments in a form prescribed by the CVTA.
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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

LOCALITY, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	N. Gayton Road Interchange at I-64
CVTA Project Number:	CVTA-0026
UPC Number (If Applicable):	Not Applicable
CVTA Program Coordinator:	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	Initial Survey and Preliminary PE
Allocated Project Funding Amount:	\$3,185,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Not Applicable
Survey	4/30/2024
Utility Designation (If Applicable)	Not Applicable
Geotechnical Engineering Report	Not Applicable
Conceptual Design Phase Submittal (If Applicable)	3/30/2025
Approved NEPA Document (If Applicable)	8/5/2025
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Final Construction Design Phase Submittal	Not Applicable
Draft Invitation for Bid Submittal	Not Applicable
Invitation for Bid Advertisement	Not Applicable
Environmental Permits Obtained (If Applicable)	Not Applicable
Begin Construction	Not Applicable
End Construction	Not Applicable

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0035	Magellan Parkway Bridge and Approach Section	-	LOCALITY

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

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

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

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

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

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

If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.

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

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

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

LOCALITY, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	Magellan Parkway Bridge and Approach Section
CVTA Project Number:	CVTA-0035
UPC Number (If Applicable):	N/A
CVTA Program Coordinator:	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW, CN
Allocated Project Funding Amount:	\$18,572,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	Complete
Conceptual Design Phase Submittal (If Applicable)	Complete
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	Complete
Citizen Information Meeting (If Applicable)	Not Applicable
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	Complete
Utility Field Inspection (If Applicable)	Complete
ROW Design Phase Submittal (If Applicable)	Complete
ROW Acquisition	4/1/2024
Relocate Utilities (If Applicable)	Not Applicable
Final Construction Design Phase Submittal	5/15/2024
Draft Invitation for Bid Submittal	5/15/2024
Invitation for Bid Advertisement	6/15/2024
Environmental Permits Obtained (If Applicable)	6/15/2024
Begin Construction	11/1/2024
End Construction	9/30/2026

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0037	Brook Road Improvements – Villa Park to Hilliard Road	-	LOCALITY

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

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

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

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

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

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

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

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

If the CVTA elects to allocate additional funds, such additional funds shall be paid from federal, state, and/or CVTA revenues, in proportions as agreed by the Parties at the time, with the goal of expending state or federal funds first before expending LOCALITY and/or CVTA revenues.

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

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

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

LOCALITY, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	Brooks Road Improvements - Villa Park Drive to Hilliard Road
CVTA Project Number:	CVTA-0037
UPC Number (If Applicable):	Not Applicable
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	PE, RW, CN
Allocated Project Funding Amount:	\$10,416,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	Complete
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	7/15/2024
Conceptual Design Phase Submittal (If Applicable)	Not Applicable
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	4/15/2024
Citizen Information Meeting (If Applicable)	Not Applicable
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	9/12/2024
Utility Field Inspection (If Applicable)	8/12/2024
ROW Design Phase Submittal (If Applicable)	11/15/2024
ROW Acquisition	9/20/2025
Relocate Utilities (If Applicable)	2/17/2026
Final Construction Design Phase Submittal	11/30/2025
Draft Invitation for Bid Submittal	3/28/2026
Invitation for Bid Advertisement	4/15/2026
Environmental Permits Obtained (If Applicable)	Not anticipated
Begin Construction	7/15/2026
End Construction	2/1/2028

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0040	Woodman Road – Mountain Road to Hungary Road	121403	LOCALITY

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

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

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

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

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

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

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

- b. Maintain accurate and complete records of the Project's development and retain documentation of all expenditures and make such information available for inspection or auditing by the CVTA upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the CVTA's acceptance of the final voucher on the Project.
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11. The LOCALITY and CVTA acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed in accordance with its fair meaning and not strictly for or against any Party.
12. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.
13. This Agreement may be modified only in writing by mutual agreement of the Parties.

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

LOCALITY, VIRGINIA:

Signature

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority

Date

Signature of Witness

Date

Attachments

Appendix A

Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	Henrico County
CVTA Project Name:	Woodman Road Improvements - Mountain Road To Hungary Road
CVTA Project Number:	CVTA-0040
UPC Number (If Applicable):	121403
CVTA Program Coordinator	Chet Parsons
Local Program Manager:	Todd Eure
Scope of Services:	RW,CN
Allocated Project Funding Amount:	\$27,848,000

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	3/1/24
Survey	Complete
Utility Designation (If Applicable)	Complete
Geotechnical Engineering Report	5/10/25
Conceptual Design Phase Submittal (If Applicable)	12/21/23
Approved NEPA Document (If Applicable)	Not Applicable
Preliminary Design Phase Submittal	8/1/24
Citizen Information Meeting (If Applicable)	Not Applicable
Post Willingness (if Applicable)	Not Applicable
Public Hearing (If Applicable)	11/1/24
Utility Field Inspection (If Applicable)	4/1/25
ROW Design Phase Submittal (If Applicable)	4/12/26
ROW Acquisition	11/8/27
Relocate Utilities (If Applicable)	4/20/28
Final Construction Design Phase Submittal	1/4/28
Draft Invitation for Bid Submittal	3/2/28
Invitation for Bid Advertisement	3/30/28
Environmental Permits Obtained (If Applicable)	12/31/27
Begin Construction	5/8/28
End Construction	5/8/30