

# AGENDA

## CVTA TECHNICAL ADVISORY COMMITTEE

Monday, June 13, 2022, 1:00 p.m.

### Zoom Meeting

This meeting is open to the public. Members of the public are invited to attend virtually.

If you wish to participate in this meeting, please register via Zoom at

[https://planrva-org.zoom.us/webinar/register/WN\\_G6zDMX8jTNKP-4b74aDYog](https://planrva-org.zoom.us/webinar/register/WN_G6zDMX8jTNKP-4b74aDYog)

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 [www.youtube.com/c/PlanRVA](http://www.youtube.com/c/PlanRVA).

### Welcome and Introductions

(Eure)

### Roll Call & Certification of a Quorum

(Firestone)

### Opening Statement Regarding Virtual Participation

(Parsons/as needed)

### 1. Consideration of Amendments to the Agenda

(Eure)

### 2. **Approval of May 9, 2022, CVTA TAC Meeting Minutes** – Page 3

(Eure)

**Action requested: approval of the CVTA TAC meeting minutes as presented.**

### 3. Public Comment Period

(Eure/5 minutes)

### 4. CVTA TAC Chairman's Report

(Eure/5 minutes)

**5. Regional Project Prioritization**

(Eure/Parsons/30 minutes)

- a. **State budget implication discussion on Fall Line, I-64, others as needed**
- b. **I-64 existing project Smart Scale application update**

**6. FY23 Final Allocation Plans** – page 6

(Parsons/5 minutes)

**7. Fall Line Working Group – Update**

(Eure/Gregory/20 minutes)

- a. **CTB agenda items**
- b. **SPAs for design build – north section**
- c. **Locality SPA update** – page 9

**8. CVTA TAC Member Comments**

(Eure/5 minutes)

**9. Next Meeting: July 11, 2022**

(Eure)

**10. Adjournment**

(Eure)

CAP/jf  
Attachments

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

**ZOOM MEETING SUMMARY  
May 9, 2022**

**Members and Alternates Present:**

<b>Town of Ashland</b>		<b>Charles City County</b>		<b>Chesterfield County</b>	
Nora Amos	X	Rhonda Russell		Barbara K. Smith	X
		Gary Mitchell (A)		Chessa D. Walker (A)	X
<b>Goochland County</b>		<b>Hanover County</b>		<b>Henrico County</b>	
Thomas M. Coleman	X	Joseph E. Vidunas	X	Todd Eure, FY22 Chair	
Austin Goyne (A)	X	J. Michael Flagg (A)		Sharon Smidler (A)	X
<b>New Kent County</b>		<b>Powhatan County</b>		<b>City of Richmond</b>	
Justin M. Stauder	X	Bret Schardein	X	Dironna Moore Clarke FY22 Vice Chair	X
Kelli Le Duc (A)		Vacant (A)		Travis A. Bridewell (A)	
<b>VDRPT*</b>		<b>VDOT*</b>		<b>Virginia Port Authority</b>	
Tiffany T. Dubinsky (A)	X	R. Shane Mann	X	Barbara Nelson	X
Daniel Wagner		Mark Riblett (A)	X		
		Liz McAdory (A)		<b>PlanRVA/RRTPO*</b>	
<b>GRTC Transit System*</b>				Chet Parsons	X
Adrienne Torres	X	<b>RMTA*</b>			
Sam Sink (A)	X	Joi Taylor Dean	X		

\*Non-voting members

The technology used for this 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. Voting record tables are included in Appendix A. A recording of this meeting is available on the [Plan RVA YouTube Channel](#).

**CALL TO ORDER, WELCOME AND INTRODUCTIONS**

The Central Virginia Transportation Authority (CVTA) Technical Advisory Committee (TAC) Vice Chair, Dironna Moore Clarke, presided and called the May 9, 2022, CVTA Technical Advisory Committee (TAC) regular meeting to order at 1:00 p.m.

**ROLL CALL & CERTIFICATION OF A QUORUM**

Janice Firestone, Transportation Program Coordinator, took attendance by roll call and certified that a quorum was present.

**STATEMENT REGARDING VIRTUAL MEETINGS**

Chet Parsons, PlanRVA, shared the statement on virtual meetings.

## **1. Consideration of Amendments to the Action Meeting Agenda**

There were no requested changes to the meeting agenda. Seeing and hearing no objections the May 9, 2022, agenda was approved as presented.

## **2. Approval of March 14, 2022, CVTA TAC Action Meeting Minutes**

On motion of Nora Amos, seconded by Thomas M. Coleman, the CVTA TAC unanimously approved the minutes of the April 11, 2022, meeting as presented.

## **3. Open Public Comment Period**

There were no requests to address the CVTA Technical Advisory Committee.

## **4. CVTA Technical Advisory Committee Chairman's Report**

The Chair did not have a formal report.

## **5. CVTA TAC Staff Update**

### **a. Voting Tool Update**

Mr. Parsons reported that staff and legal counsel are going through the records to review all previous actions in light of questions about the voting tool that arose from the April 29<sup>th</sup> CVTA meeting. The authority will be apprised of the findings.

## **6. Regional Project Prioritization – review of CVTA action and next steps**

### **a. Additional scenario(s) for consideration**

Vice Chair Clarke explained that additional scenarios cannot be considered until more information on funding is received.

### **b. Financing options clarification – PFM**

Mr. Parsons reported that he had a briefing call with PFM after the April 29<sup>th</sup> CVTA meeting. There are multiple options that will be considered when the process gets to that point. PFM staff will be available to provide assistance at that time.

There was a discussion about the funding scenario that was recommended to the authority and the process that led up to that being the Finance Committee's recommendation.

### **c. I-64 existing project applications detail – CVTA and Smart Scale**

Mr. Parsons reported that the application for CVTA regional funding was between 396 and 400 million. The SmartScale preapplication was for the section between 205 and 211. Staff is working with VDOT to see what the options are in terms of the preapplication.

Carlos Brown, Commonwealth Transportation Board and Authority member, stated his understanding is that a 100 million investment, relative to the 750 million total project, would likely score well. Shane Mann, VDOT, confirmed that is his understanding as well. There was discussion about TAC considering the project in two models: first, an investment in the entirety of the project; and two, an alternate application in segments. That way, both applications will be in and can be considered.

Sharon Smidler asked if TAC could get a report from the meeting that the Secretary of Transportation held with County Administrators and CTB representatives.

## **7. FY23 Final Allocation Plans - Update**

Mr. Parsons thanked everyone who submitted for the second quarter. Anyone who has third quarter information to report can go ahead and submit those.

## **8. Fall Line Working Group – Update**

Vice chair Clarke reported that the two public meetings held by VDOT were very well attended,

### **a. CTB agenda items**

### **b. SPAs for design build – north section**

Mr. Mann addressed these two items and reported that VDOT is working with legal counsel to get the SPA's for the north section completed. They will go to the work session. Following the work session, they will go before the entire board.

### **c. Locality SPAs – next steps**

There is an operational analysis that is going on in the City of Richmond currently. If localities have priority segments, please bring those forward to the working group or the TAC.

## **9. CVTA TAC Member Comments**

Nora Amos asked about the status of the recruitment for a CVTA Executive Director. Patricia A. Paige reported that there are five candidates in Tier 2. Those applicants' first interviews will be held virtually. Then it will be narrowed down and in-person interviews will be conducted. The top one or two candidates' resumes will be brought before the authority at their June meeting.

Mr. Parsons reported that the Finance Committee meeting is being rescheduled. Once that is set a date can be proposed for the June authority meeting.

## **10. Next Meeting: June 13, 2022**

Vice Chair Clark confirmed the next meeting date.

## **11. Adjourn**

The meeting was adjourned at 1:37 p.m.

Jurisdiction	Name	Description	UPC (N/A if none)	Type *	Estimated Total Cost	Proposed CVTA Funds	Proposed Future CVTA Funds	Other Committed Funds	Notes on other funds	Remaining Funds Needed
Ashland	Vaughan Road Overpass	Grade Separated Crossing at Vaughan/Archie Cannon. Funds used for leverage of other funding.	N/A	Bridge	\$ 38,500,000	\$ 300,000	\$ -	\$ -		\$ 38,200,000
Ashland	Economic Development Road Improvements	Construct various improvements to support economic development.	N/A	Roadway Capacity Expansion	\$ 8,000,000	\$ 200,000	\$ -	\$ -		\$ 7,800,000
Ashland	England Street Streetscape Project	Engineering and constuction of streetscape improvements.	N/A	Bicycle/Pedestrian	\$ 10,000,000	\$ 60,000	\$ -	\$ -		\$ 9,940,000
Charles City	Transportation Planning Support	New position to support CVTA , RTPO and Transporation activities	N/A	Staffing	\$ 60,000					\$ 60,000
Charles City	Wilcox NeckRoad Widening	Widening of Wilcox Neck Road	N/A	Roadway Capacity Expansion	\$ 250,000					\$ 250,000
Charles City	Roxbury Road	Exclusive Turn Lanes	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ 2,031,000					\$ 2,031,000
Chesterfield	TBD									\$ -
Goochland	Fairgrounds Roundabout	Roundabout at Fairgrounds Rd (Route 632) and Sandy Hook Rd (Route 522)	105734	Roundabout	\$ 5,599,594	\$ 512,984	\$ -	\$ 5,086,610	SSYP/Local	\$ -
Goochland	Opticom	Preemption device installation	120459	Operations/Maintenance	\$ 135,000	\$ 135,000	\$ -	\$ -		\$ -
Hanover	Rt. 360/Lee Davis Rd	Widen Rt. 360 btwn Wynbrook Ln & Sujen Ct. and Lee Davis Rd north and south of the Rt. 360	13551	Roadway Capacity Expansion	\$ 29,580,389	\$ -	\$ 4,551,140	\$ -	Previous CVTA funds	\$ 25,029,249
Hanover	Pole Green Rd	Widen from 2-4 lanes btwn Bell Creek Rd & Rural Point Rd	109260	Roadway Capacity Expansion	\$ 20,661,825	\$ -	\$ 2,000,000	\$ 2,000,000	Previous CVTA funds	\$ 16,661,825
Hanover	Atlee Station Rd (Ph. 2)	Widen from 2-4 lanes btwn Warren Ave. & Kings Charter Dr.	115195	Roadway Capacity Expansion	\$ 27,126,558	\$ -	\$ 4,836,532	\$ -	Previous CVTA funds	\$ 22,290,026
Hanover	Creighton Rd/Creighton Pkwy/Walnut Grove Rd	Convert intersection to a roundabout	N/A	Roundabout	\$ 6,421,451	\$ 930,000	\$ 5,500,000	\$ -	Previous CVTA funds	\$ (8,549)
Hanover	Lewistown Rd/Ashcake Rd	Improve operations & safety in the intersection	N/A	Intersection Improvement	\$ 5,631,728	\$ 1,000,000	\$ 4,035,000	\$ 600,000	Previous CVTA funds	\$ (3,272)
Hanover	Rt. 301	Convert SB shoulder to thru/right-turn lane btwn Atlee Rd & Atlee Station Rd	N/A	Roadway Capacity Expansion	\$ 1,207,603	\$ 55,000	\$ 760,000	\$ 400,000	Previous CVTA funds	\$ (7,397)
Hanover	Rt. 1 & Rt. 30	Convert intersection to a signalized Green-T	N/A	Intersection Improvement	\$ 5,110,758	\$ 1,000,000	\$ 3,515,000	\$ 600,000	Previous CVTA funds	\$ (4,242)
Hanover	Atlee Station Rd (Ph. 3)	Widen from 2-4 lanes btwn Kings Charter Dr & Sliding Hill Rd	N/A	Roadway Capacity Expansion	\$ 30,449,694	\$ -	\$ 19,000,000	\$ -	Previous CVTA funds	\$ 11,449,694
Hanover	Atlee Rd / Bus. Rt. 360 / Cold Harbor Rd	Improve operations & safety in the intersection	N/A	Intersection Improvement	\$ 6,500,000	\$ 1,000,000	\$ 4,570,000	\$ 930,000	Previous CVTA funds	\$ -
Hanover	Greenwood Rd / Blanton Rd / Ashland Rd	Convert intersection to a roundabout	N/A	Roundabout	\$ 6,500,000	\$ -	\$ 6,500,000	\$ -	Previous CVTA funds	\$ -
Hanover	Rt. 54 / Goddins Hill Rd	Improve operations & safety in the intersection	N/A	Intersection Improvement	\$ 1,600,000	\$ -	\$ 400,000	\$ -	Previous CVTA funds	\$ 1,200,000
Hanover	E. Patrick Henry Rd	Widen Rt. 54 btwn I-95 interchange and Woodside Ln	N/A	Roadway Capacity Expansion	\$ 5,520,000	\$ -	\$ 2,500,000	\$ -	Previous CVTA funds	\$ 3,020,000
Hanover	Rural Paving Rehab	Rehabilitate/resurface various rural secondary roads to include trench widening (on-going, to be funded on an annual basis)	120331	Trench Widen & Pavement Overlay	\$ 38,500,000	\$ 3,500,000	\$ 31,500,000	\$ 3,500,000	Previous CVTA funds	\$ -
Hanover	Economic Development Road Improvements	Construct various improvements to support economic development (on-going, to be funded on an annual basis)	N/A	Economic Development	\$ 11,000,000	\$ 1,000,000	\$ 9,000,000	\$ 1,000,000	Previous CVTA funds	\$ -
Hanover	Bike/Ped. Improvments	20% local match to be applied to Transporation Alternatives grant applications	N/A	Mobility	\$ 3,300,000	\$ 50,000	\$ 450,000	\$ 50,000	Previous CVTA funds	\$ 2,750,000
Hanover	Paper Streets - Paving & Maintenance	Pave "paper streets" and provide limited on-going maintenance	N/A	Paving/Maintenance	\$ 550,000	\$ 50,000	\$ 450,000	\$ 50,000	Previous CVTA funds	\$ -

Jurisdiction	Name	Description	UPC (N/A if none)	Type *	Estimated Total Cost	Proposed CVTA Funds	Proposed Future CVTA Funds	Other Committed Funds	Notes on other funds	Remaining Funds Needed
Hanover	Engineering Support FTE (CE-Traffic)	New position to support the development of road projects (on-going, to be funded on an annual basis)	N/A	Staffing	\$ 1,100,000	\$ 100,000	\$ 900,000	\$ 100,000	Previous CVTA funds	\$ -
Henrico	Countywide Pedestrian Improvements	Design & construct bicycle, pedestrian & transit stop improvements	N/A	Bicycle/Pedestrian	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -		\$ -
Henrico	Countywide Engineering Feasibility Studies	Planning & Preliminary Engineering for roadway improvements	N/A	Roadway Reconstruction	\$ 500,000	\$ 500,000	\$ -	\$ -		\$ -
Henrico	Connector Trails	Design & construct connector trails for the Fall Line & VA Capital Trail	N/A	Bicycle/Pedestrian	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -		\$ -
Henrico	Traffic Calming	Roadway modifications & enhancements to control speeds & improve safety	N/A	Safety	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -		\$ -
Henrico	Roadway Safety Studies	Corridor safety studies to identify bike/ped/vehicular safety improvements.	N/A	Safety	\$ 500,000	\$ 500,000	\$ -	\$ -		\$ -
Henrico	Pavement Reclamation	Full depth pavement replacement to include shoulder widening and ditch adjustments	N/A	Paving	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -		\$ -
Henrico	Sadler Road/Sadler Place Intersection Improvements	New Traffic Signal, bike/ped accommodations	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ 4,225,000	\$ 4,225,000	\$ -	\$ -		\$ -
Henrico	Sadler Road Improvements	Roadway widening and realignment w/ Shared Use Parth	104148	Roadway Reconstruction	\$ 32,816,000	\$ 2,640,000	\$ -	\$ 30,176,000	RSTP & local funding	\$ -
Henrico	Kingsridge Pkwy/N. Laburnum Ave Intersection Improvements	New Traffic Signal, transit/ped accommodations	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ 800,000	\$ 700,000	\$ -	\$ 100,000	local funding for PE	\$ -
Henrico	Springfield Road Improvements	Funding for PE	N/A	Safety	\$ 10,346,000	\$ 900,000	\$ -	\$ -	Pending Smart Scale application for RW/CN	\$ 9,446,000
Henrico	Woodman Road Improvements	Funding for PE	N/A	Roadway Capacity Expansion	\$ 45,676,000	\$ 4,400,000	\$ -	\$ -	Pending CVTA Regional Application	\$ 41,276,000
Henrico	Whiteside Road Roundabout	Funding for CN	N/A	Roundabout	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -		\$ -
New Kent	Plum Point Drainage Improvements - PE Only	Engineering for roadway drainage improvement in the Plum Point Community	N/A	Drainage	\$ -	\$ 80,000	\$ -	\$ -		\$ (80,000)
New Kent	Plum Point Drainage Improvements - Construction	Roadway drainage improvements in the Plum Point Community.	N/A	Drainage	\$ -	\$ 200,000	\$ -	\$ -		\$ (200,000)
New Kent	Marketplace Drive Intersection Improvements	Traffic light installation and and road improvements	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ -	\$ 300,000	\$ -	\$ -		\$ (300,000)
New Kent	South Quaker Road Widening	Road widening project.	N/A	Safety	\$ -	\$ 400,000	\$ -	\$ -		\$ (400,000)
New Kent	Courthouse Road/Kentland Trail Intersection Improvements	Roundabout Construction	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ -	\$ 100,000	\$ -	\$ -		\$ (100,000)
New Kent	Kentland Trail/ Colonial Downs Parkway Intersection Improvements	Roundabout Construction	N/A	Intersection Improvement (for realignment, turn lanes, sight distance)	\$ -	\$ 80,000	\$ -	\$ -		\$ (80,000)
New Kent	Rt. 106 Intersection Improvements	Traffic light installation and road safety improvements	N/A		\$ -	\$ 3,000,000	\$ -	\$ -		\$ (3,000,000)
New Kent	Airport Road Roundabout Improvements	Landscaping improvements	N/A	Roundabout	\$ -	\$ 85,000	\$ -	\$ -		\$ (85,000)
New Kent	Bottoms Bridge Park & Ride Expansion	Park and Ride construction	N/A	Mobility (ie. Bikeshare)	\$ -	\$ 85,000	\$ -	\$ -		\$ (85,000)
New Kent	Transportation Engineering	County Wide	N/A	Operations/Maintenance	\$ -	\$ 250,000	\$ -	\$ -		\$ (250,000)
New Kent	Project Management	County Wide	N/A	Staffing	\$ -	\$ 150,000	\$ -	\$ -		\$ (150,000)
Powhatan	TBD	No set plans at this time to spend funds	N/A		\$ -	\$ -	\$ -	\$ -		\$ -

Jurisdiction	Name	Description	UPC (N/A if none)	Type *	Estimated Total Cost	Proposed CVTA Funds	Proposed Future CVTA Funds	Other Committed Funds	Notes on other funds	Remaining Funds Needed
Chesterfield	Woolridge Road (Watermill Pkwy - Genito Rd) Widening	Widening and Intersection Improvements	N/A	Roadway Capacity Expansion	\$ 27,000,000	\$ 7,000,000	\$ 14,550,000	\$ 5,450,000	Previous CVTA Local	\$ -
Chesterfield	Centralia Road/Old Wrexham Road Roundabout	Roundabout and Bike/Ped Accommodations	N/A	Innovative Intersection	\$ 5,000,000	\$ 1,800,000	\$ 1,000,000	\$ 2,200,000	Previous CVTA Local	\$ -
Chesterfield	Powhite Parkway Extension: Little Tomahawk Ck - Woolridge Rd; Charter Colony Grade-Separation; Brandermill Pkwy Overpass	New 4-lane road	N/A	New Alignment	\$ 170,000,000	\$ 13,049,742	\$ 81,000,000	\$ 18,149,993	Previous Local and CVTA Local	\$ 57,800,265
Chesterfield	Route 10 (Route 288 - Courthouse Rd) Weave Mitigation	Roadway and Intersection Improvements	N/A	Innovative Intersection	\$ 23,000,000	\$ 2,950,500	\$ 15,736,500	\$ 4,313,000	Previous CVTA Local	\$ -
Richmond	Pavement Maintenance & Infrastructure Program	City Wide 9 Districts	N/A	Operations/Maintenance	\$ -	\$ 5,000,000	\$ -	\$ -		\$ (5,000,000)
Richmond	Personnel forTransportaation Program	City Wide 9 Districts	N/A	Staffing	\$ -	\$ 4,205,407	\$ -	\$ -		\$ (4,205,407)
Richmond	Transportation Engineering	City Wide 9 Districts	N/A	Safety/Operations/Maintenance	\$ -	\$ 1,000,000	\$ -	\$ -		\$ (1,000,000)
Richmond	Maintenance Operations	City Wide 9 Districts	N/A	Operations/Maintenance	\$ -	\$ 1,500,000	\$ -	\$ -		\$ (1,500,000)
Richmond	Bridge and Roadway Projects	Capital Improvement Program	N/A	Safety/Capacity Expansion	\$ -	\$ 1,200,000	\$ -	\$ -		\$ (1,200,000)
Richmond	Multimodal Transportation Planning and Projects	City Wide 9 Districts	N/A	Transit/Mobility/Bicycle/Pedestrian	\$ -	\$ 1,569,070	\$ -	\$ -		\$ (1,569,070)
Richmond	Transportation Engineering	Citywide Projects: Commerce Rd	N/A	Safety/Capacity Expansion	\$ -	\$ 1,000,000	\$ -	\$ -		\$ (1,000,000)
					\$ 599,198,600	\$ 82,762,703	\$ 212,754,172	\$ 74,705,603		\$ 228,976,122

\* If Type is "Staffing" then only list cost of position directly related to transportation tasks - not including fringe/overhead, etc.



OAG Draft

**Standard Project Agreement for Funding and  
Administration between  
Central Virginia Transportation  
Authority and  
Virginia Department of Transportation**

CVTA Project: UPC Number (If Applicable): 121374

This Standard Project Agreement for Funding and Administration (the "Agreement") is made and executed in duplicate on this [●] day of [●], as between the Central Virginia Transportation Authority ("CVTA") and the Virginia Department of Transportation ("VDOT").

**WITNESSETH**

**WHEREAS**, the 2020 Virginia General Assembly adopted and enacted into law House Bill 1541, 2020 Va. Acts Chapter 1235 ("Chapter 1235"); and

**WHEREAS**, Chapter 1235 establishes CVTA pursuant to Chapter 37 of Title 33.2 of the Code of Virginia (the "CVTA Act"); and

**WHEREAS**, Chapter 1235 provides for imposition of certain state taxes in localities comprising Planning District 15, and further provides that the revenues derived from such taxes be deposited in the Central Virginia Transportation Fund (the "Fund") and used solely for transportation purposes benefiting the localities comprising Planning District 15, and certain administrative and operating expenses pursuant to Va. Code § 33.2-3706(B); and

**WHEREAS**, Chapter 1235 establishes the Fund and specifies that all revenues dedicated to the Fund pursuant to Va. Code § 58.1-638 and Va. Code §§ 58.1-2291 *et seq.* shall be paid into the state treasury, credited to the Fund, and the amounts so dedicated deposited monthly by the Comptroller (such amounts, together with interest earned thereon, are the "CVTA Revenues"); and

**WHEREAS**, CVTA and VDOT have determined it is desirable to work cooperatively to ensure the most effective and efficient delivery and implementation of CVTA projects with CVTA Revenues and other state and federal transportation funding sources; and

**WHEREAS**, VDOT is the Virginia state agency responsible for building, maintaining and operating the interstate, primary, and secondary state highway systems ("VDOT Highways"); and

I-1414727.8

**WHEREAS**, in light of VDOT's responsibilities with respect to VDOT Highways, and CVTA's responsibilities with respect to CVTA Revenues, VDOT and CVTA entered into a Memorandum of Agreement dated ~~10~~ **December 21, 2020** (the "MOA"); and

**WHEREAS**, the MOA contemplates that CVTA and VDOT may, using the form of this Agreement (referred to as the "CVTA Model SPA" within the MOA), agree to undertake specific projects developed and/or administered by VDOT, and funded (in whole or in part) by CVTA Revenues; and

**WHEREAS**, CVTA desires to proceed with the project set forth and described on Appendix A to this Agreement (the "Project"), and that such Project would benefit the cities and counties that are embraced by CVTA and it otherwise satisfies the requirements of the CVTA Act; and

**WHEREAS**, VDOT agrees to administer and/or develop the Project in accordance with the budget (the "Project Budget") and cashflow and construction schedule (the "Project Schedule") set forth and described on Appendices A & B to this Agreement; and

**WHEREAS**, CVTA desires to provide funding for the administration and/or development of the Project out of CVTA Revenues, subject to the terms, conditions, and limitations set forth herein; and

**WHEREAS**, the Commonwealth Transportation Board ("CTB") has the authority, pursuant to Va. Code § 33.2-214, to cause VDOT to enter into this Agreement and has authorized the Commissioner of Highways (the "Commissioner") to enter into agreements with CVTA for project administration and development purposes, and Va. Code § 33.2-3708 authorizes CVTA to enter into this Agreement; and

**WHEREAS**, CVTA's governing body and the CTB have each authorized their respective designee(s) to execute this Agreement on their respective behalf(s) as evidenced by copies of each such entity's clerk's minutes or such other official authorizing documents, which are appended hereto as Appendix E.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VDOT and CVTA (each a "Party" and together, the "Parties") agree as follows:

**ARTICLE I – Affirmative Covenants and Responsibilities of VDOT**

1. Diligent Work. VDOT shall complete or perform or cause to be completed or performed all work relating to the Project, as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with (i) any and all applicable federal, state, and local laws and regulations ("Applicable Law"), and (ii) all terms and conditions of this Agreement, including, without limitation, the Project Budget and Project Schedule reflected in Appendices A & B.

2. Intended Purposes. Subject to and consistent with the requirements of **Article VII** of this Agreement, upon final payment to all contractors for the Project, if the Project is or is part of a VDOT Highway, VDOT shall use the Project for its intended purposes for the duration of the Project's useful life. If the Project is or is part of a VDOT Highway, VDOT shall be responsible to operate and/or maintain the Project after its completion (including responsibility to correct any defects or to cause any defects to be corrected), and under no circumstances will CVTA have any responsibility or obligation to operate and/or maintain the Project (or correct defects with respect to the Project). The provisions in this **Section I.2** will survive the completion of the Project under this Agreement and/or the expiration or termination of this Agreement.
3. Selection of Contractors. VDOT shall select contractors, contract with contractors, and administer and enforce contracts all in a manner that is consistent in all material respects with the policies, procedures, and practices that VDOT uses where the state or VDOT bears the cost of a project; for example, VDOT shall use its customary policies, procedures, and practices relating to requesting bids/proposals, negotiating/finalizing terms and conditions of contracts (using VDOT's standard terms/forms where applicable), and monitoring and enforcing performance of contracts.
4. Performance Standards. VDOT shall perform or have performed in accordance with VDOT's standards for highways, bridges, and tunnels all design and engineering, all environmental work, and all right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions, as is required by this Agreement or that may be necessary for completion of the Project pursuant to the terms of this Agreement. If VDOT determines that a delay will more likely than not prevent the completion of a material phase of the Project (e.g., preliminary engineering or right-of-way acquisition), or the entire Project, in accordance with the Project Schedule, VDOT shall notify CVTA in writing and provide CVTA with such information as CVTA may reasonably request, including information pertaining to potential corrective measures and remedies against the contractor.
5. Unsatisfactory Bids and Proposals. If bids or proposals received for any portion of the Project are not qualitatively consistent with VDOT's standards for that work or quantitatively within VDOT's projections for that work, each as determined by VDOT in its good faith judgment, VDOT shall seek the advice and consent of the CVTA Authorized Representative to (i) undertake a new procurement, or (ii) recommend alternative measures to CVTA, and seek CVTA's advice and consent regarding pursuit of those alternative measures. If CVTA grants its written consent to a modification to the Project Budget and/or Project Schedule to permit VDOT to enter into a contract to perform the work, VDOT and CVTA will work reasonably

**Commented [EG1]:** Need to insert "or other project" in order to encompass this trail project?

**Commented [EG2]:** Same as above...

**Commented [EG3]:** So, VDOT will maintain FLT after its completion or will this be the responsibility of the jurisdictions? Need to ensure consistent maintenance.

and in good faith to amend Appendices A & B to reflect the modified Project Budget and Project Schedule.

6. Multiple Funding Phases. VDOT recognizes that, if the Project contains multiple funding phases (as reflected on Appendices A & B), for which CVTA will provide funding (as scheduled on Appendix B), CVTA may not have sufficient cash flows to accelerate scheduled Project funding. In any circumstance where VDOT seeks to accelerate funding for the Project to the next funding phase, VDOT shall submit a written request to the CVTA Authorized Representative explaining VDOT's reasons why CVTA should authorize acceleration to the next funding phase. The CVTA Authorized Representative will thereafter review the circumstances underlying the request in conjunction with Appendices A & B and CVTA's current and projected cash flow position and make a determination whether to authorize the requested accelerated funding. The foregoing shall not prohibit VDOT, with prior notice to and authorization from the CVTA Authorized Representative, which notice and authorization may be communicated via electronic mail, from providing its own funds to accelerate a future funding phase of the Project and from requesting reimbursement from CVTA for having advance funded the relevant funding phase of the Project. However, VDOT further recognizes that the timing of CVTA's reimbursement to VDOT for having advance funded a funding phase of the Project will be dependent upon CVTA's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which the reimbursement of any such advanced funding is otherwise consistent with the terms of this Agreement, including Appendix B.
7. Updating Cash Flow Estimates. VDOT and CVTA shall regularly update cashflow estimates for the Project with the objective of keeping those estimates accurate throughout the life of the Project. VDOT shall provide all available information reasonably required by CVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
8. Payment Requisitions; Reports. VDOT shall provide to the CVTA Authorized Representative:
  - a. No more frequently than monthly, payment requisitions consistent with Appendix C (and the most recently approved CVTA cash flow estimates) that include (i) CVTA's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as determined by CVTA, and (ii) certifications that all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement; VDOT will endeavor to submit payment requisitions within 90 days after the corresponding eligible project expenses are incurred by VDOT,

however, CVTA will not be relieved of its duty to pay VDOT for payment

requisitions submitted more than 90 days after the corresponding expenses were incurred by VDOT.

b. All monthly reports described on Appendix D.

9. Use of Assets and CVTA's Interest in Same. VDOT shall use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by CVTA under this Agreement ("Assets") for the designated transportation purposes of the Project and in accordance with Applicable Law throughout the useful life of each such Asset. If VDOT intends to sell, convey, or dispose any Asset funded with CVTA funds or intends to use any Asset for a purpose inconsistent with this Agreement, VDOT shall notify the CVTA Authorized Representative in writing of any such intent before further action is taken by VDOT in furtherance thereof. The Parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Asset(s) so as to ensure compliance with all applicable requirements of the CVTA Act. All recommendations and/or proposed remedial actions developed by the Parties' Authorized Representatives during the meet and confer process shall be formally presented to CVTA and the Commissioner for their respective approvals.
10. Return of Unexpended Funds. VDOT shall release or return any unexpended funds to CVTA no later than ninety (90) days after final payment has been made in respect of the Project.
11. Accurate Financial Records. VDOT shall maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other Applicable Law.
12. Original Drawings. VDOT shall maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations. Throughout the project development process, VDOT will provide to CVTA the most recent plans and electronic design files (i) at key milestones (*i.e.*, conceptual design, final construction, and as-built) and (ii) at any time upon CVTA's written request.
13. Reimbursements. VDOT shall not use any funds provided by CVTA, including the funds specified on Appendix B, to pay any Project cost if the CVTA Act does not permit such Project cost to be paid with CVTA funds. VDOT shall reimburse CVTA (or such other entity as may have provided funds) for all funds provided by CVTA (or on behalf of CVTA) and, to the extent applicable and permitted by Applicable

Law, with interest earned at the rate earned by CVTA, that VDOT misapplied, used, or requisitioned in contravention of the CVTA Act or any other Applicable Law, or any term or condition of this Agreement.

14. Compliance with Applicable Law. VDOT shall comply with all Applicable Law.
15. Certification after Final Payment. VDOT shall provide a certification to CVTA no later than ninety (90) days after final payment for the Project that VDOT adhered to all Applicable Law and all requirements of this Agreement.

#### **ARTICLE II – Negative Covenants of VDOT**

1. Selection of Contracts: Use of Funds. VDOT shall not enter into any contract to perform the work related to the Project if (i) the cost of that contract would exceed the portion of the Project Budget reflected in Appendix B that is allocated to the work covered by that contract, (ii) the cost of that contract, when aggregated with the cost of all other contracts relating to the Project that have been, or are expected to be, entered into would exceed the Project Budget reflected in Appendix B, or (iii) the schedule in the contract for performing and paying for the work related to the Project would be materially different (whether accelerated or delayed) from the Project Schedule set forth in Appendix B.
2. Prohibition Against More Favorable Provisions. VDOT shall not include in any contract with a contractor working on the Project any term, condition or remedy in respect of Additional Costs that is more favorable to the contractor than the terms, conditions, or remedies VDOT includes in standard contracts where the state or VDOT bears the cost of the project.

#### **ARTICLE III – Representation and Warranties of VDOT**

1. VDOT represents and warrants that each of the Project Budget and Project Schedule (Appendices A & B) have been prepared in good faith, in accordance with the practices and procedures that VDOT uses for projects where the state or VDOT bears the cost of the project (including, without limitation, the practices used to price and budget services that may be internally sourced, such as Construction Engineering Inspection).
2. VDOT represents that it is not acting as a partner or agent of CVTA; and nothing in this Agreement shall be construed as making any Party a partner or agent with any other Party.

#### **ARTICLE IV – VDOT Acknowledgments**



1. VDOT hereby acknowledges that VDOT is solely responsible for the administration and/or development of the Project and all engagements, commitments, and agreements with contractors. VDOT shall ensure that VDOT's contractors maintain surety bonds (or other project security) and insurance in amounts and with coverages that VDOT requires under its Road and Bridge Specifications for all work to be performed for the Project, and name CVTA and its members, officers, employees and, if applicable, any CVTA bond trustee as additional insureds on any such insurance policy, and present CVTA with satisfactory evidence thereof before any work on the Project commences.
2. VDOT hereby acknowledges and recognizes that VDOT or its contractors are solely responsible for obtaining, and shall obtain, all permits, permissions and approvals necessary to construct and/or operate the Project, including, but not limited to, obtaining all required VDOT and local land use permits, zoning approvals, environmental permits, and regulatory approvals.
3. VDOT hereby acknowledges and recognizes if the Project is being funded, in whole or in part, with federal and/or state funds (in addition to CVTA Revenues), that VDOT shall (a) take any and all necessary actions to satisfy any conditions to such additional federal and/or state funding (provided that such actions are within the control of VDOT) and to enforce any commitments made in connection therewith, (b) comply with all applicable federal and state funding requirements within the control or purview of VDOT, and (c) include in its contracts with contractors provisions that permit such contracts to be terminated, without penalty, if the funding is rescinded or otherwise becomes unavailable (for clarification, a provision shall not be deemed to include a penalty solely as a result of terms that require payment of compensation due and owing at the time of cancellation and reasonable costs associated with cancellation provided that such costs are consistent with costs paid pursuant to VDOT's standard contract terms relating to contract cancellation and termination). VDOT acknowledges and agrees that if funding from such an additional federal or state source is rescinded or otherwise becomes unavailable CVTA (i) shall not be responsible for any amount in excess of its commitment set forth on Appendix B, and (ii) may (A) replace said reduced funding with CVTA Revenues or (B) may request VDOT to immediately suspend or discontinue all work relating to the Project, provided if CVTA requests suspension, CVTA shall be responsible for the costs reasonably incurred in connection with such suspension. Should CVTA neither replace the rescinded or unavailable funding, nor request VDOT to suspend or discontinue work, VDOT may reduce the Project scope or take any other actions needed to reduce the Project costs to fit within the Project Budget.

**ARTICLE V – Affirmative Covenants and Responsibilities of CVTA**

1. Reimbursement Basis. Subject to the limitations as to amounts set forth in Appendix B (and subject to **Article VII** of this Agreement), CVTA shall provide to VDOT the funding authorized by CVTA for the Project, on a reimbursement basis as set forth in this Agreement and as specified in Appendix B to this Agreement or the most updated amendment thereto, as approved by CVTA.
2. Program Coordinator. CVTA shall assign a person to serve as a Program Coordinator for the Project, who will be responsible for review of the Project on behalf of CVTA for purposes of ensuring it is being completed in compliance with this Agreement and all CVTA requirements. CVTA's Program Coordinator will be responsible for overseeing, managing, reviewing, and processing, in consultation with the CVTA Authorized Representative, all payment requisitions submitted by VDOT for the Project. CVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the scope, budget or schedule of the Project as set forth on Appendices A & B.
3. Payment Requisitions. The CVTA Authorized Representative or Program Coordinator shall review all payment requisitions and supporting documentation for the Project to determine the submission's legal and documentary sufficiency. If the payment requisition is sufficient as submitted, payment will be made within thirty (30) days from receipt. Approved payments may be made by means of electronic transfer of funds from CVTA to or for the account of VDOT. If the payment requisition is, in CVTA's reasonable judgment, deemed insufficient, within twenty (20) days from receipt, CVTA's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed to authorize the payment request. Payment will be withheld until all deficiencies identified by CVTA have been corrected to CVTA's reasonable satisfaction. Under no circumstances will CVTA authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the CVTA Act or this Agreement.
4. Accelerated or Supplemental Requests for Funding. CVTA's Finance Committee shall review all of VDOT's accelerated or supplemental requests for funding from CVTA under **Section 1.5** and **Section X.3**, respectively, of this Agreement. CVTA's Finance Committee will thereafter make a recommendation on any such request to CVTA for final determination by CVTA.
5. Periodic Compliance Reviews. CVTA shall conduct periodic compliance reviews scheduled in advance for the Project so as to assess whether the work being performed likely remains within the scope of this Agreement, the CVTA Act, and other Applicable Law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-Project site inspections.

6. Records Retention. Upon making final payment to VDOT for the Project, CVTA shall retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans, if any, developed pursuant to or in association with the Project for the time periods required by the Virginia Public Records Act and as may be required by other Applicable Law.
7. CVTA Funds Determinations. CVTA shall be the sole determinant of the amount and source of CVTA funds to be provided and allocated to the Project and the amounts of any CVTA funds to be provided in excess of the amounts specified in Appendix B.

#### **ARTICLE VI – CVTA Acknowledgments**

1. CVTA hereby acknowledges that if, as a result of CVTA's review of any payment requisition or of any CVTA compliance review, CVTA determines that VDOT is required under **Section I.12** of this Agreement to reimburse funds to CVTA, CVTA will promptly advise VDOT's Authorized Representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to CVTA's initial findings. CVTA's Finance Committee will review VDOT's response and make a recommendation to CVTA. If CVTA makes a final determination that VDOT is required under **Section I.12** of this Agreement to reimburse funds to CVTA, the Parties should engage in dispute resolution as provided in **Article VIII** of this Agreement. Pending final resolution of the matter, CVTA will not withhold further funding on the Project. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either Party's legal rights or available legal remedies.

#### **ARTICLE VII – Mutual Acknowledgments Regarding Appropriations**

1. The Parties hereby acknowledge and agree that nothing herein shall require or obligate CVTA to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body for the Project.
2. The Parties hereby acknowledge and agree that all funding provided by CVTA pursuant to Chapter 1235 is subject to appropriation by the Virginia General Assembly. The Parties further acknowledge that: (i) the moneys allocated to the Fund pursuant to applicable provisions of the Code of Virginia and any other moneys that the General Assembly appropriates for deposit into the Fund are subject to appropriation by the General Assembly and (ii) CVTA's obligations under this Agreement are subject to such moneys being appropriated to the Fund by the General Assembly.

3. The Parties hereby acknowledge and agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available to VDOT for CVTA projects.
4. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to CVTA that such additional funds have been allocated and authorized by the CTB and/or appropriated by the Virginia General Assembly as may be applicable or have been obtained through another independent, lawful source.

#### **ARTICLE VIII — Dispute Resolution**

1. In the event of a dispute under this Agreement, the Parties agree to meet and confer promptly to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. First, CVTA's Authorized Representative and the VDOT Program Manager are authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute cannot be reached via the aforesaid meet and confer dispute resolution method, the dispute will be elevated to the CVTA Chair and the Commissioner to conduct negotiations on behalf of their respective entities. Upon reaching any resolution to a dispute, if required by law, the Parties will seek the consent of their respective governing bodies with respect to the resolution reached. However, if, after discussions between the CVTA Chair and the Commissioner have concluded, the Parties are unable to reach a satisfactory resolution, either Party is free to pursue any and all remedies it may have at law or in equity, including all judicial remedies. The foregoing dispute resolution method shall not bar either Party's right to seek equitable relief on an emergency basis.

#### **ARTICLE IX – Modification or Amendment of the Agreement**

1. This Agreement may not be modified or amended, except pursuant a written agreement that is duly authorized, executed, and delivered by both Parties.
2. If CVTA is able to obtain a source of funding for the Project that would reduce or replace the amount of CVTA Revenues expended on the Project, VDOT and CVTA will work in good faith to amend this Agreement so it takes into account that other funding.
3. If CVTA proposes to issue bonds, VDOT and CVTA will work in good faith to adopt such amendments to this Agreement as VDOT and CVTA may mutually agree are necessary and desirable in connection with the bond offering and to otherwise cooperate t support and facilitate the bond offering.

4. The Parties acknowledge that each of the Project Budget and Project Schedule may be amended pursuant to **Section X** of this Agreement, or as follows:
- a. If VDOT determines, after receipt of proposals or bids for any work related to the Project, that the cost of the contract for said work will result in a significant reduction in costs associated with a portion of the Project Budget reflected in Appendix B that is allocated to work covered by the contract, then VDOT shall promptly notify the CVTA Authorized Representative of the significant reduction in costs. For purposes of this **Section IX.4(a)**, CVTA and VDOT agree that a “significant reduction in costs” shall mean a reduction in costs that has the effect of reducing, in Appendix B, (x) the costs for the particular portion of the Project Budget allocated to work covered by the contract by more than 20 percent or (y) the entire Project Budget either by more than 10 percent or \$10,000,000, whichever applies. In the event there is a significant reduction in costs, VDOT and CVTA will work reasonably and in good faith to amend Appendix B fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant state and CVTA funding commitments, and to maximize the use of federal funds on the project.
  - b. If any federal or state funding not previously available for the Project becomes available for any portion of the Project Budget reflected in Appendix B, then VDOT and CVTA will work reasonably and in good faith to amend Appendix B fairly to reflect the benefit of the additional funding, with the goal of applying the additional funding to supplant state and CVTA funding commitments, and to maximize the use of federal funds on the project.

#### ARTICLE X – Additional Costs

1. Notice of Additional Costs. VDOT shall promptly notify the CVTA Authorized Representative if VDOT determines that any additional, unbudgeted costs (*i.e.*, in excess of the Project’s initial budget, inclusive of any contingency reserve) may be incurred to perform and complete the Project (“Additional Costs”), which notice shall include a description of the Additional Costs, an explanation of how they arose and the assumptions in the initial budget regarding those costs, and a detailed estimate of the Additional Costs.
2. VDOT Recommendations on Additional Costs. VDOT shall make recommendations regarding any curative actions that may be available relating to any identified Additional Costs, including any potential modification or reduction that may be made to the Project scope or design, or any other action, to stay within the initial budget for the Project.

3. Absorbable Additional Costs. If the Additional Costs can be absorbed in the Project Budget by modifying or reducing the scope or design of the Project (or avoided by cancelling the Project or any portion thereof), CVTA may, in its sole discretion, elect to (i) authorize VDOT to proceed with such modifications or reductions, (ii) authorize the Additional Costs (or if a combination of (i) and (ii) is feasible, CVTA may elect such combination), or (iii) elect to cancel the Project or a portion thereof; provided, however, in any case, the respective obligations of VDOT and CVTA, as modified by the elected alternative, shall be set forth in an amendment to this Agreement (VDOT and CVTA shall work in good faith to finalize and execute such amendment).
4. Non-Absorbable Additional Costs. If the Additional Costs cannot be absorbed in the initial budget by modifying or reducing the scope or design of the Project then CVTA may, in its sole discretion, elect to (i) authorize the Additional Costs, or (ii) cancel the Project or a portion thereof. If CVTA elects to authorize the Additional Costs then, subject to **Article VII** of this Agreement, such Additional Costs 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 federal funds first before expending state and/or CVTA Revenues.
5. Termination for Additional Costs. If CVTA elects to cancel the Project (or any portion thereof) pursuant to **Section X.3 or X.4**, (A) all compensation due and owing to any and all contractors for work on the Project that has been completed at the time of cancellation, shall be paid in accord with Appendix B, and (B) subject to **Article VII** of this Agreement, all reasonable costs associated with the cancellation due and owing to said contractors pursuant to the terms of the contracts with the contractors, which terms shall be consistent with VDOT's standard contract terms relating to contract cancellation and termination, and any amounts of federal funds that must be repaid because of the cancellation (any such amounts, collectively, the "Breakage Compensation"), shall be paid (or repaid) with CVTA Revenues, unless VDOT and CVTA mutually determine that cancellation of the Project is necessary or warranted, in which case, the Breakage Compensation 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 federal funds first before expending state and/or CVTA Revenues.
6. Additional Costs from Right-of-Way Condemnation Resolution.-- Additional Costs may include costs incurred by VDOT as a result of eminent domain proceedings, including such costs incurred following construction completion. Until all such proceedings are resolved, VDOT shall provide the CVTA with quarterly reports of outstanding proceedings to include offer amounts at the time of right-of-way certificate filing and the anticipated schedule for resolution. Additional costs

associated with right-of-way settlements or judgements shall be paid from available federal, state, and/or CVTA funds in proportions as agreed by the parties at the time, with the goal of expending federal funds first before expending state and/or CVTA Revenues.

7. Additional Costs from Contractor Claims. Notwithstanding the foregoing, Additional Costs may include costs incurred by VDOT as a result of contractor claims relating to the Project made pursuant to the *VDOT Roads and Bridge Specifications* and Va. Code §§ 33.2-1101 through 33.2-1105. VDOT shall promptly notify CVTA if any such claims are made or VDOT receives a notice of intent to file a claim or other written communication from a contractor relating to a claim or contractual dispute that could result in increased contract costs, and whether in each such case the claimed amount is expected to become, or result in, Additional Costs (and the estimate thereof) or is expected to have a material adverse effect on the contingency reserves established as part of the Project Budget (and the estimated effect thereon). VDOT shall be responsible to handle all such claims and notices of intent, but VDOT may not settle any claim or notice of intent to file a claim and thereafter submit it as an Additional Cost pursuant to this **Section X.6** unless the settlement has been approved by CVTA. Funding for the settlement will be paid from available federal, state, and/or CVTA funds in proportions as agreed by the parties at the time, with the goal of expending federal funds first before expending state and/or CVTA Revenues. Should the claim not be settled, any final judgment from a court of competent jurisdiction shall be paid in accordance with the funding rule set forth in the preceding sentence. Notwithstanding anything to the contrary set forth herein, if any Additional Cost (including, without limitation, any Additional Cost relating to a contractor claim described in this **Section X.6**) arises out of or results from VDOT's negligence or breach of contract, CVTA shall not be responsible for such Additional Costs.

#### ARTICLE XI - Term and Termination

1. Term. This Agreement shall be effective upon adoption and execution by both Parties and shall expire when all claims relating to the Project have been resolved or are barred.
2. Termination for Cause.
  - a. Termination for Cause by VDOT. VDOT may terminate this Agreement, for cause, in the event of a material breach by CVTA of this Agreement. VDOT will provide CVTA with sixty (60) days written notice that VDOT is exercising its rights to terminate this Agreement and the reasons for termination, thereby allowing CVTA an opportunity to investigate and cure any such alleged breach. Upon termination neither Party shall have any further obligations under this Agreement except that if so terminated, CVTA shall

pay for Project costs incurred in accordance with the terms of this Agreement through the date of termination and all reasonable costs incurred by VDOT to terminate all Project-related contracts. The Virginia General Assembly's failure to appropriate funds to



CVTA as described in **Article VII** of this Agreement and/or repeal or amendment of the legislation establishing the Fund or CVTA's powers shall not be considered material breaches of this Agreement by CVTA if such failure to appropriate or such repeal or amendment eliminates funds in the Fund to be used for the Project or renders CVTA without legal authority to provide funding for the Project. Before initiating any proceedings to terminate under this **Section XI.2(a)**, VDOT shall give CVTA sixty (60) days' written notice of any claimed material breach of this Agreement and the reasons for termination, thereby allowing CVTA an opportunity to investigate and cure any such alleged breach.

- b. Termination for Cause by CVTA. CVTA may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. CVTA will provide VDOT with sixty (60) days written notice that CVTA is exercising its rights to terminate this Agreement and the reasons for termination, thereby allowing VDOT an opportunity to investigate and cure any such alleged breach. Upon termination neither Party shall have any further obligations under this Agreement except that obligations accruing prior to the termination of this Agreement, including VDOT's duty to refund misapplied funds, shall survive termination of this Agreement.
- c. Return of CVTA Funds. Upon expiration or termination, and payment of all eligible expenses as set forth in **Section XI.2(b)** above, VDOT will release or return to CVTA all unexpended CVTA funds and, to the extent permitted by Applicable Law, with interest earned at the rate earned by CVTA, no later than sixty (60) days after the date of termination.

**ARTICLE XII – Miscellaneous**

- 1. Outside Counsel. If in connection with the work described herein, VDOT engages outside legal counsel approved by the Attorney General (as opposed to utilizing the services of the Office of the Attorney General), VDOT will give CVTA notice of the engagement so as to ensure that no conflict of interest may arise from any such representation.
- 2. Notices. Any notices required to be provided under this Agreement to either Party shall be in writing and forwarded to the other Party by United States Postal Service by certified mail, care of the following "Authorized Representatives":

If to CVTA:

[ ] (the "CVTA Authorized Representative")

with a copy to the CVTA Chair at:

**Commented [EG4]:** Chet, please insert this information.

[•]

If to VDOT:

[•] (the "VDOT Authorized Representative")

with a copy to:

Commissioner, Virginia Department of Transportation  
1401 East Broad Street  
Richmond, Virginia 23219

**Commented [EG5]:** Chet, please insert this information, with notice provided to CVTA Chair at CVTA (PlanRVA) offices.

3. Assignment. This Agreement shall not be assigned by either Party unless express written consent is given by the other Party.
4. Sovereign Immunity. This Agreement shall not be construed as a waiver of either Party's sovereign immunity rights.
5. No Personal Liability; No Creation of Third-Party Rights. This Agreement shall not be construed as creating any personal liability on the part of any officer, member, employee, or agent of the Parties. This Agreement shall not be construed as giving any rights or benefits to anyone other than the Parties hereto.
6. Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT.
7. Incorporation of Recitals and Appendices; Section Headings. The recitals and Appendices to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that the recitals are true and correct. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.
8. Mutual Preparation and Fair Meaning. The Parties acknowledge that this Agreement has been prepared on behalf of all Parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either Party.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original, manually executed Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Applicable Law, then: (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.
11. Entire Agreement. This Agreement, collectively with all Appendices hereto contains the entire agreement by and between the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements, understandings, promises, and representations, whether written or oral, between the Parties with respect to the subject matter hereof.

*[Signature page follows]*

To Be Revised As Needed

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized signatories.

**Central Virginia Transportation Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Virginia Department of Transportation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*To Be Revised As Needed*

**APPENDIX A**

**PROJECT SCOPE, VDOT SCOPE OF SERVICES, & SCHEDULE**

**CVTA PROJECT:** Fall Line Trail Phase I Northern Bundle - Northern Section – Segments 7C.3 & 7C.4

Fall Line Trail Phase I Northern Bundle. This agreement covers UPC 121374, which in combination with UPC 119599 – Chickahominy River Crossing, will provide the Northern Bundle as presented to the CVTA in 2021. (UPC 121374 includes Segments 7C.3 & 7C.4, UPC 119599 includes Segment 7C.2)

**UPC NUMBER (IF APPLICABLE):** 121374

**VDOT PROGRAM MANAGER:** Scott Fisher, PE, CCM

**CVTA PROGRAM COORDINATOR:** [●]

Commented [EG6]: Chet, please insert this information.

**PROJECT SCOPE:** This project covers sections 7C.3 and 7C.4 of the Fall Line Trail impacting Henrico and Hanover Counties. The project will be a minimum of 10' wide asphalt multi-use path navigating primarily on the old Trolley line in the DOM power line easement.

**VDOT SCOPE OF SERVICES:** VDOT will administer development of the 30% plans, the RFQ, the RFP, procure the Design-Builder through a single-phase Design-Build procurement process, and administer the construction phase of the project through completion.

**SCHEDULE:**

<b><u>MILESTONE</u></b>	<b><u>ANTICIPATED DATE</u></b>
<b><u>PROJECT SCOPING MEETING</u></b>	<b><u>[N/A]</u></b>
<b><u>SURVEY</u></b>	<b><u>JUNE 2022</u></b>
<b><u>GEOTECHNICAL DATA REPORT</u></b>	<b><u>[N/A]</u></b>
<b><u>APPROVED NEPA DOCUMENT</u></b>	<b><u>[N/A]</u></b>

I-1414727.8

<b><u>PUBLIC HEARING</u></b>	<b><u>[N/A]</u></b>
<b><u>RELEASE RFP</u></b>	<b><u>DECEMBER 2022</u></b>
<b><u>LETTER OF SUBMITTAL</u></b>	<b><u>APRIL 2023</u></b>
<b><u>AWARD CONTRACT</u></b>	<b><u>MAY 2023</u></b>
<b><u>END CONSTRUCTION</u></b>	<b><u>OCTOBER 2024</u></b>

**APPENDIX B**

**PROJECT SCOPE, VDOT SCOPE OF SERVICES, & SCHEDULE**

**CVTA PROJECT:** Fall Line Trail Phase I Northern Bundle – Northern Section – Segments 7C.3 & 7C.4

Fall Line Trail Phase I Northern Bundle. This agreement covers UPC 121374, which in combination with UPC 119599 – Chickahominy River Crossing, will provide the Northern Bundle as presented to the CVTA in 2021. (UPC 121374 includes Segments 7C.3 & 7C.4, UPC 119599 includes Segment 7C.2)

**VDOT PROGRAM MANAGER:** Scott Fisher, PE, CCM

<b><u>ESTIMATED PROJECT COST AND REIMBURSEMENT</u></b>							
<b><u>PHASE</u></b>	<b><u>FY23</u></b>	<b><u>FY24</u></b>	<b><u>FY25</u></b>	<b><u>FY26</u></b>	<b><u>FY27</u></b>	<b><u>FY28</u></b>	<b><u>TOTAL</u></b>
<b><u>PRELIMINARY ENGINEERING (PE)</u></b>	\$782,167	\$456,264	\$65,181	\$0	\$0	\$0	\$1,303,612
- <b><u>FEDERAL</u></b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- <b><u>STATE</u></b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- <b><u>CVTA</u></b>	\$782,167	\$456,264	\$65,181	\$0	\$0	\$0	\$1,303,612
- <b><u>OTHER</u></b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b><u>RIGHT OF WAY &amp; UTILITIES (RW)</u></b>	\$784,862	\$1,831,345	\$0	\$0	\$0	\$0	\$2,616,207
- <b><u>FEDERAL</u></b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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- <b>STATE</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- <b>CVTA</b>	\$784,862	\$1,831,345	\$0	\$0	\$0	\$0	\$2,616,207
- <b>OTHER</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>CONSTRUCTION (CN)</b>	\$892,258	\$2,453,710	\$1,115,323	\$0	\$0	\$0	\$4,461,292
- <b>FEDERAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- <b>STATE</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- <b>CVTA</b>	\$892,258	\$2,453,710	\$1,115,323	\$0	\$0	\$0	\$4,461,292
- <b>OTHER</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	\$2,459,287	\$4,741,319	\$1,180,503	\$0	\$0	\$0	\$8,381,111

Commented [EG7]: Chet, please confirm these numbers.

**\*IF ADDITIONAL YEARS ARE NEEDED, PLEASE SUBMIT A SEPARATE FORM WITH ADDITIONAL COLUMNS.**

**THIS APPENDIX B IS CERTIFIED AND MADE AN OFFICIAL ATTACHMENT TO THE STANDARD PROJECT AGREEMENT DOCUMENTED BY THE PARTIES OF THIS AGREEMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
CVTA Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX C**

**FORM OF PAYMENT REQUISITION**

CVTA Project: Fall Line Trail Phase I Northern Bundle  
UPC Number (If Applicable): 121374  
Project Scope/Services Description: [From Appendix B]

Fall Line Trail Phase I Northern Bundle. This project covers sections 7C.3 and 7C.4 (UPC 121374) of the Fall Line Trail through Hanover and Henrico Counties. The Design Build package also includes section 7C.2 (UPC 119599). The project will be a 10' wide asphalt multi-use path navigating primarily on the old Trolley line in the DOM power line easement through a fairly rural area.

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Central Virginia Transportation Authority

[•]

Commented [EG8]: Chet, please insert this information.

Attention \_\_\_\_\_, Program Coordinator:

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted above and dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between the Central Virginia Transportation Authority ("CVTA") and the Virginia Department of Transportation ("VDOT"). VDOT hereby requests \$\_\_\_\_\_ of CVTA funds, to pay the costs of the project services described and set forth in Appendices A and B of the Agreement ("Project Services") and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of VDOT's costs of the Project Services, (ii) VDOT is responsible for payment to vendors/contractors, (iii) VDOT is not in breach or default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in another Appendix to the Agreement, (iv) the representations and warranties made by VDOT in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of VDOT, no condition exists under the Agreement that would allow CVTA to withhold the requested advance.

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



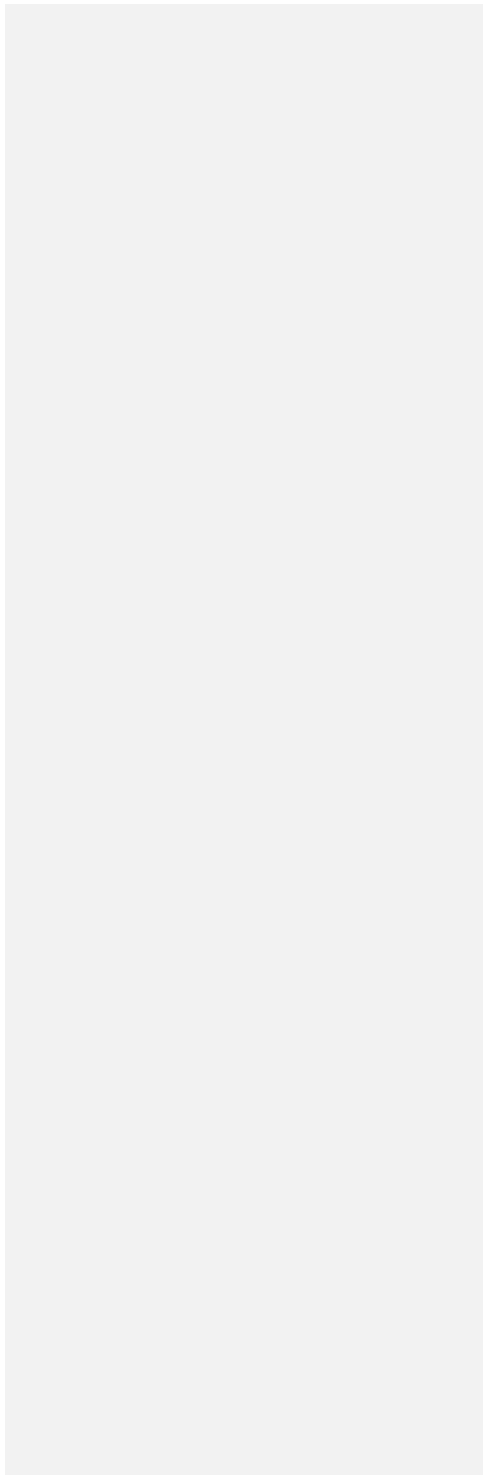
**Recommended For Payment**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: CVTA Program Coordinator

**DETAILED PAYGO REQUEST**



Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
**CVTA Project:** Fall Line Trail Phase I Northern Bundle \_\_\_\_\_ Project Title: Fall Line Trail Phase I Northern Bundle \_\_\_\_\_

UPC Number (If Applicable): 121374 \_\_\_\_\_

Cost Category	CVTA Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

**LISTING OF ATTACHED INVOICES**

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

**Instructions**

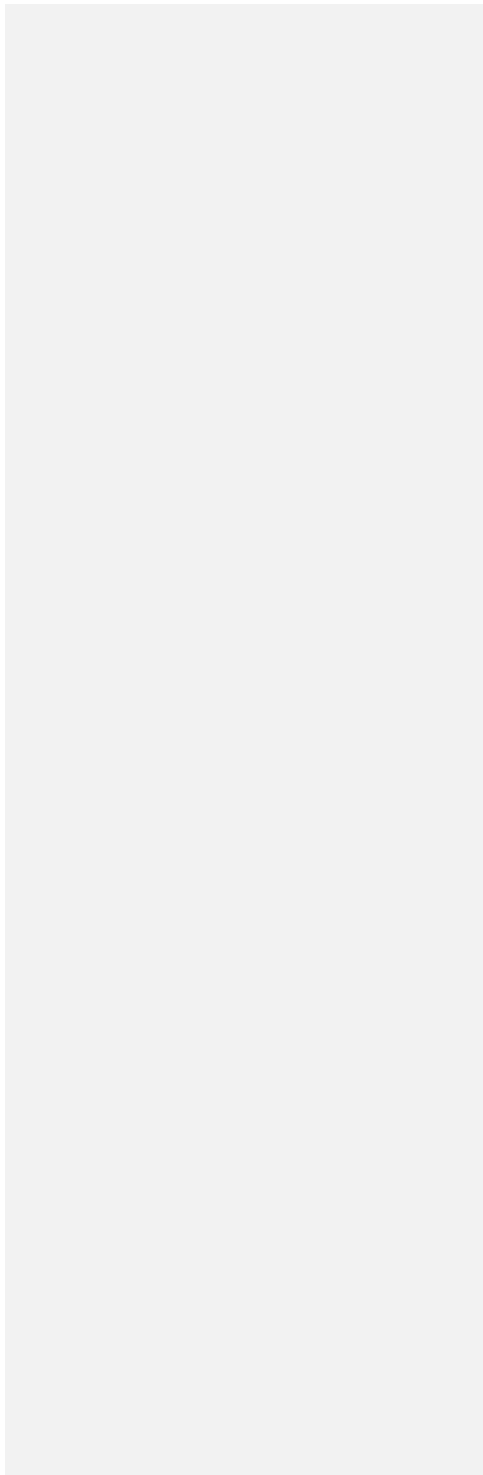
1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by CVTA
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

**Instructions-Listing of Attached Invoices: (please list each invoice separately)**

1. Column A- Please list the name as it appears on the Invoice

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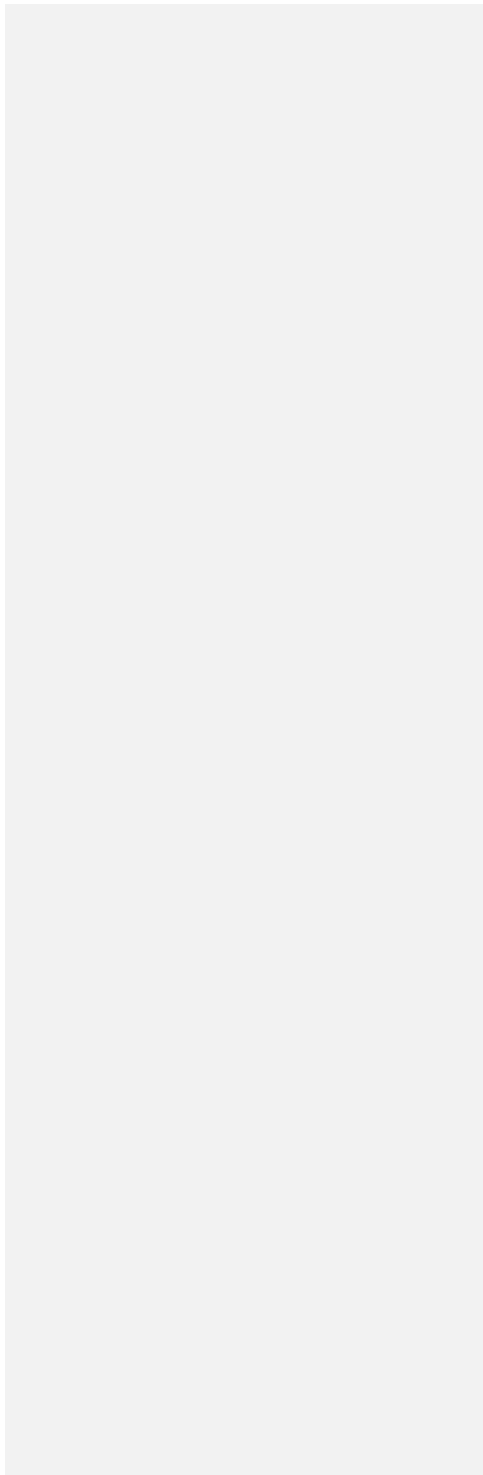
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
3. Column C- Please list the invoice number as it appears on the Invoice



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4. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
5. Column E- Please enter the dollar amount listed on the invoice.
6. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

To Be Revised As Needed



**APPENDIX D**  
**REPORTS TO BE PROVIDED BY VDOT**

1) Monthly Project Expenditure Report which lists, by category of expense (e.g., engineering, ROW, utility relocations, construction), (a) information regarding expenditures to date against the budget, both monthly and for the life of the project, and a statement of the percent completed; and (b) such other information as VDOT customarily provides with monthly expenditure reports.

2) Monthly Project Report which provides (a) an overview of progress on major project tasks; (b) information regarding the budget (such as, the baseline planned forecast, any approved changes thereto, the monthly expenditures, the cumulative expenditures, and the cumulative forecasted expenditures); (c) future key tasks; and (d) significant issues.

3) Quarterly Right-of-Way Acquisition Report demonstrating then-outstanding proceedings to include offer amounts at the time of right-of-way certificate filing and the anticipated schedule for resolution for each parcel in question.

To Be Revised AS  
Needed

**APPENDIX E**

**OFFICIAL AUTHORIZING DOCUMENTS**

*To Be Revised As  
Needed*

