

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

| CVTA Project ID | Project Name | UPC | Local Government |
|-----------------|-----------------------------------------------|-----|------------------|
| CVTA-0058 | Route 5 and New Osborne Turnpike Improvements | - | 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.

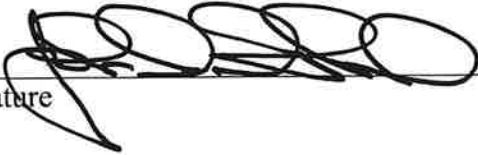
5. In the event there is a significant reduction in costs, the LOCALITY and CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goal of applying the savings to supplant LOCALITY and CVTA funding commitments, and to maximize the use of 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

John A. Vithoulkas

Typed or printed name of signatory

County Manager

Title



Signature of Witness

APPROVED AS TO FORM



COUNTY ATTORNEY

7/18/2024

Date

7/18/2024

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 A - Locally Administered

Project Details

| | |
|-----------------------------------|----------------------------------------------------|
| Locality: | Henrico County |
| CVTA Project Name: | Rt. 5 and New Osborne Turnpike Improvements |
| CVTA Project Number: | CVTA-0058 |
| UPC Number (If Applicable): | |
| CVTA Program Coordinator | Chet Parsons |
| Local Program Manager: | Todd Eure |
| Scope of Services: | PE |
| Allocated Project Funding Amount: | \$4,000,000 |

Schedule

| Milestone | Anticipated Date |
|---------------------------------------------------|------------------|
| Project Scoping Meeting | 10/15/24 |
| Survey | 9/15/24 |
| Utility Designation (If Applicable) | Not Applicable |
| Geotechnical Engineering Report | Not Applicable |
| Conceptual Design Phase Submittal (If Applicable) | Not Applicable |
| Approved NEPA Document (If Applicable) | Not Applicable |
| Preliminary Design Phase Submittal | 4/15/25 |
| Citizen Information Meeting (If Applicable) | Not Applicable |
| Post Willingness (if Applicable) | Not Applicable |
| Public Hearing (If Applicable) | Not Applicable |
| Utility Field Inspection (If Applicable) | Not Applicable |
| ROW Design Phase Submittal (If Applicable) | Not Applicable |
| ROW Acquisition | Not Applicable |
| Relocate Utilities (If Applicable) | Not Applicable |
| 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 |



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 224-24

Page No. 1 of 1

Agenda Title: RESOLUTION – Signatory Authority – Agreement with the Central Virginia Transportation Authority for Regionally Funded Projects – Route 5 and New Osborne Turnpike Improvements – Varina District

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For Clerk's Use Only: Date: <u>7/9/2024</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____ | BOARD OF SUPERVISORS ACTION Moved by (1) <u>Nelson</u> Seconded by (1) <u>Cooper</u> (2) _____ (2) _____ | YES NO OTHER Cooper, R. ✓ — — Nelson, T. ✓ — — Rogish, J. ✓ — — Schmitt, D. ✓ — — Whitehead, M. ✓ — — |
| | REMARKS: <div style="font-size: 2em; text-align: center; font-weight: bold;">APPROVED</div> | |

WHEREAS, the Department of Public Works has negotiated an agreement with the Central Virginia Transportation Authority (“CVTA”) under which the County will conduct an updated corridor study in support of an improved two-lane roadway with bicycle and pedestrian accommodations to include National Environmental Policy Act compliance, consideration of phasing, preliminary engineering design, and development of cost estimates on Osborne Turnpike/New Market Road (Route 5) between New Osborne Turnpike and Midview Road and on New Osborne Turnpike between Osborne Turnpike and Williamsburg Avenue in the City of Richmond. The study will include an analysis of proposed improvements at the intersection of Williamsburg Road and Hatcher Street and the intersection of Osborne Turnpike (Route 5) and New Osborne Turnpike; and,

WHEREAS, the estimated cost for the corridor study and preliminary engineering for the project is \$4,000,000; and,

WHEREAS, CVTA will reimburse the County up to \$4,000,000 from regional funding, and the County will use local funds for any additional costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Manager is authorized to execute the agreement in a form approved by the County Attorney.

COMMENT: The Director of Public Works recommends approval of this Board paper, and the County Manager concurs.

By Agency Head By County Manager

Certified: _____
A Copy Teste: _____
Clerk, Board of Supervisors

Copy to: _____

Date: _____



Route 5 and New Osborne Turnpike Improvements

