

## **CVTA FINANCE COMMITTEE AGENDA 12/11/24; ITEM B.-2.**

### **Wayfinding Standard Project Agreements**

#### **Central Virginia Transportation Authority**

**BACKGROUND:** At its meeting on September 27, 2024, the Central Virginia Transportation Authority allocated \$1.5 million to be set aside for implementing the Fall Line Wayfinding Plan along the entire 43-mile planned improvement corridor. The process for reimbursement for wayfinding costs is outlined below.

#### **Wayfinding Agreements**

CVTA has an established reimbursement process for regional project expenditures from both local and VDOT administered sources. The proposed framework for wayfinding reimbursement follows that model.

Each impacted locality (or VDOT) will enter into a new Standard Project Agreement (SPA) that covers all approved segments of the Fall Line within that jurisdiction or under the purview of VDOT. The format for the SPA will mirror the current approved format for regional projects and include simple updates that reflect details of the Fall Line wayfinding improvements.

Rather than undergo amendments to individual segment SPAs, each government (or VDOT) will be assigned a new CVTA project identification number that only covers wayfinding implementation costs. Those costs, developed as part of the adopted wayfinding plan, will be included as part of each SPA Appendix A as the allocated project funding amount.

A draft Wayfinding Implementation SPA template is enclosed.

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**CVTA Regionally Funded Projects**

CVTA Project ID	Project Name	UPC	Local Government
TBD	Fall Line Trail: Wayfinding Implementation		LOCALITY / VDOT

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/VDOT, VIRGINIA, hereinafter referred to as the LOCALITY/VDOT and the Central Virginia Transportation Authority, hereinafter referred to as the CVTA. The CVTA and the LOCALITY/VDOT are collectively referred to as the “Parties.”

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

WHEREAS, the Parties have concurred in the LOCALITY/VDOT 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/VDOT 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/VDOT, 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/VDOT. 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/VDOT 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/VDOT 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/VDOT invoices pursuant to paragraph 2.c, reimburse the LOCALITY/VDOT 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/VDOT.
  - b. Audit the LOCALITY/VDOT Project records and documentation as may be required to verify LOCALITY/VDOT 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/VDOT 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/VDOT and/or CVTA revenues.

5. In the event there is a significant reduction in costs, the LOCALITY/VDOT 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/VDOT 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/VDOT 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/VDOT 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/VDOT 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/VDOT 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/VDOT 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/VDOT 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/VDOT with a specific description of the LOCALITY/VDOT breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY/VDOT 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/VDOT has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the LOCALITY/VDOT of a written notice from the CVTA stating that the breach has neither been cured, nor is the LOCALITY/VDOT 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/VDOT 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/VDOT, VIRGINIA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY/VDOT 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

<b><u>PROJECT SCHEDULE:</u></b>											
<b>Project Details</b>											
						Locality:					
						CVTA Project Name:		<b>Fall Line Trail: Wayfinding Implementation</b>			
						CVTA Project Number:		<b>TBD</b>			
						UPC Number (If Applicable):					
						CVTA Program Coordinator					
						Local Program Manager:					
						Scope of Services:		<b>Wayfinding Implementation</b>			
						Allocated Project Funding Amount:					
<b>Schedule</b>											
<b>Milestone</b>						<b>Anticipated Date</b>					
Project Scoping Meeting											
Survey											
Utility Designation (If Applicable)											
Geotechnical Engineering Report											
Conceptual Design Phase Submittal (If Applicable)											
Approved NEPA Document (If Applicable)											
Preliminary Design Phase Submittal											
Citizen Information Meeting (If Applicable)											
Post Willingness (if Applicable)											
Public Hearing (If Applicable)											
Utility Field Inspection (If Applicable)											
ROW Design Phase Submittal (If Applicable)											
ROW Acquisition											
Relocate Utilities (If Applicable)											

Final Construction Design Phase Submittal			
Draft Invitation for Bid Submittal			
Invitation for Bid Advertisement			
Environmental Permits Obtained (If Applicable)			
Begin Construction			
End Construction			



**APPENDIX B**

**PROJECT BUDGET & CASH FLOW**

**CVTA PROJECT:** [●] **FALL LINE TRAIL: WAYFINDING IMPLEMENTATION**

**UPC NUMBER (IF APPLICABLE):**

**LOCALITYPROGRAM MANAGER:** [●]

<u>CONTRACTOR/SUPPLIER</u>	<u>INVOICE #</u>	<u>INVOICE DATE</u>	<u>AMOUNT</u>	<u>PAYMENT INSTRUCTIONS</u>	<u>DATE PAID</u>	<u>DRAW #:</u>
<u>REMIT TO: LOCALITY</u>	<u>SEE ATTACHED PAID INVOICE LISTING</u>	-	\$0.00	<u>REMIT TO:</u>		
-	-	-	-	0		
-	-	-	-	<u>BANK:</u>		
-	-	-	-	<u>ABA NUMBER:</u>		
-	-	-	-	<u>ACCT #:</u>		
-	-	-	-	-		
-	-	-	-	<u>EMPLOYER ID:</u>		
-	-	-	-	-		
-	-	-	-	-		
<u>TOTAL</u>	-	-	\$	-		

**\*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**

**DATE**

**APPENDIX C**

**FORM OF PAYMENT REQUISITION**

CVTA Project: Fall Line Trail: Wayfinding Implementation  
UPC Number (If Applicable): \_\_\_\_\_  
Project Scope/Services Description: \_\_\_\_\_  
Draw Request Number: \_\_\_\_\_

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

Central Virginia Transportation Authority

[●]

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

This requisition is submitted in connection with the Standard Project Administration 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 LOCALITY. LOCALITY 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 payment 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 LOCALITY's costs of the Project Services, (ii) LOCALITY is responsible for payment to vendors/contractors, (iii) LOCALITY is not in breach or default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) tax covenants, (iv) the representations and warranties made by LOCALITY in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of LOCALITY, no condition exists under the Agreement that would allow CVTA to withhold the requested payment.

**LOCALITY**

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

**Recommended For Payment**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CVTA Program Coordinator