CVTA AGENDA 08/28/26; ITEM B-1.

Henrico County Project Agreement CVTA-0083

Central Virginia Transportation Authority

BACKGROUND: CVTA has an established reimbursement process for regional project expenditures from both local and VDOT administered sources.

Henrico County will enter into a new Project Agreement for each project receiving CVTA regional funding allocations. The project in today's packet has been allocated regional funds and will be administered by Henrico County.

REQUESTED ACTION: Approve the Project Agreement as presented.

CAP
Attachments

STANDARD PROJECT ADMINISTRATION AGREEMENT
CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Local Government
CVTA-0083	Short Pump Area Improvements - N Gayton Interchange at I-64	-	County of Henrico

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

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

WHEREAS, the Parties have concurred in the COUNTY OF HENRICO'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 COUNTY OF HENRICO 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 COUNTY OF HENRICO, 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 COUNTY OF HENRICO. 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO's invoices pursuant to paragraph 2.c, reimburse the COUNTY OF HENRICO 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 COUNTY OF HENRICO.

b. Audit the COUNTY OF HENRICO's Project records and documentation as may be required to verify COUNTY OF HENRICO 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 COUNTY OF HENRICO'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 COUNTY OF HENRICO and/or CVTA revenues.

5. In the event there is a significant reduction in costs, the COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO'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 COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO 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 COUNTY OF HENRICO with a specific description of the COUNTY OF HENRICO's breach of this Agreement. Upon receipt of a notice of breach, the COUNTY OF HENRICO 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 COUNTY OF HENRICO has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by the COUNTY OF HENRICO of a written notice from the CVTA stating that the breach has neither been cured, nor is the COUNTY OF HENRICO diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

11. The COUNTY OF HENRICO 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.

COUNTY OF HENRICO, VIRGINIA:

Signature

APPROVED AS TO FORM
COUNTY ATTORNEY

John A. Vithoulkas
Typed or printed name of signatory

County Manager — 8/11/2026
Title — Date

Joyce A. Coop — 8/11/2026
Signature of Witness — Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

Chair
Central Virginia
Transportation Authority — Date

Signature of Witness — Date

Attachments

Appendix A
Appendix B

APPENDIX A - Locally Administered

Project Details

Locality:	**Henrico**
CVTA Project Name:	**Short Pump Area Improvements - N Gayton Rd Interchange at I-64**
CVTA Project Number:	**CVTA-0083**
UPC Number (If Applicable):	**NA**
CVTA Program Coordinator	**Chet Parsons**
Local Program Manager:	**Sharon Smidler**
Scope of Services:	**Initial Survey**
Allocated Project Funding Amount:	**$709,000**

Project Summary

Schedule

Milestone	Anticipated Date	Revised Date	Last update
Project Scoping Meeting	NA		
Survey	10/1/2026		
Approved NEPA Document (If Applicable)	NA		
Preliminary Design Phase Submittal	NA		
Public Hearing (If Applicable)	NA		
ROW Acquisition	NA		
Relocate Utilities (If Applicable)	NA		
Final Construction Design Phase Submittal	NA		
Invitation for Bid Advertisement	NA		
Begin Construction	NA		
End Construction	NA		

APPENDIX B - Project Budget and Cash Flow

Official Attachment of CVTA-VDOT Standard Project Administration Agreement

Reimbursment Request Summary

Request # _____ **Request Date:** _____

CVTA Project Title: Short Pump Area Improvements - N Gayton Road Interchange at I-64

CVTA Project #: CVTA-0083 **UPC # (If Applicable):** NA

Item or Category	CVTA Approved Project Costs	Revisions	Current Budget	Previous Draws Approved	Current Draw	Total Draws	Balance Left to Draw
Design Work			$0.00		-	$0.00	$0.00
Engineering			$0.00		-	$0.00	$0.00
Environmental Work			$0.00		-	$0.00	$0.00
Right-of-Way Acquisition			$0.00		-	$0.00	$0.00
Construction			$0.00		-	$0.00	$0.00
Contract Administration			$0.00		-	$0.00	$0.00
Testing/Inspection Services			$0.00		-	$0.00	$0.00
Capital Asset Acquisitions			$0.00		-	$0.00	$0.00
Other (Provide Explanation)			$0.00		-	$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Budget item Category	Vendor	Invoice #	Amount of Payment

Total Requisition Amount -

Contractor/Supplier	Invoice #	Invoice Date	Amount	Payment Instructions
Remit to: Locality	See Attached Listing		$0.00	Remit to:
				0
				Bank:
				ABA Number:
				Acct #:
				Employer ID:
Total			$0.00	

COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 176-26

Agenda Title: RESOLUTION – Signatory Authority – Agreement with the Central Virginia Transportation Authority for Regionally Funded Projects – Short Pump Area Improvements - North Gayton Road Interchange at Interstate 64 – Three Chopt District

For Clerk's Use Only:
Date: 7/28/2020
(✓) Approved
( ) Denied
( ) Amended
( ) Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Cooper (2) Seconded by (1) Nelson (2)

REMARKS: APPROVED

	YES	NO	OTHER
Cooper, R.	✓		
Nelson, T.	✓		
Rogish, J.	✓		
Roundtree, M.	✓		
Schmitt, D.	✓		

WHEREAS, the Department of Public Works has negotiated an agreement with the Central Virginia Transportation Authority ("CVTA") under which the County will perform survey work for the Short Pump Area Improvements (the "Agreement"); and,

WHEREAS, the Short Pump Area Improvements include a new interchange at North Gayton Road and Interstate 64, reconstruction of the interchange at West Broad Street and Interstate 64, and construction of improvements on Interstate 295 between Interstate 64 and Nuckols Road; and,

WHEREAS, the estimated cost for the survey of this project is $709,000; and,

WHEREAS, CVTA will reimburse the County up to $709,000 from regional funding for the survey; and

WHEREAS, the County and Virginia Department of Transportation will use a combination of CVTA funds, state funds, local funds, and other funding sources for the remainder of the costs associated with the Short Pump Area Improvements.

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: _____