CVTA AGENDA 08/28/26; ITEM B-2.

VDOT Project Agreement CVTA-0024

Central Virginia Transportation Authority

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

VDOT 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 VDOT.

CVTA-0024 and CVTA-0050 are both projects connected to the Richmond Marine Terminal and the revised agreement contained herein achieves financial efficiencies through a combination of the two project agreements.

REQUESTED ACTION: Approve the Project Agreement as presented.

CAP
Attachments

AMENDED AND RESTATED

PROJECT ADMINISTRATION AGREEMENT

CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Government Entity
CVTA-0024	POV Richmond Marine Terminal Improvements at I-95/Bells Rd (PE Only)	123895	VDOT
CVTA-0050	Richmond Marine Terminal Access Improvements - F Port of Virginia Gateway Interchange and Streetscape Improvements	128657	VDOT

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

~~WHEREAS, VDOT has expressed its willingness 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, VDOT and CVTA entered into that certain Standard Project Administration Agreement – CVTA Regionally Funded Projects dated as of March 21, 2024 (the "Original SPA"), setting forth the administration of the project identified as POV Richmond Marine Terminal Improvements at I-95/Bells Rd (PE Only) (CVTA Project ID CVTA-0024, UPC 123895) (the "Marine Terminal PE Project"); and

WHEREAS, for funding and administration purposes, the Parties desire to combine the Marine Terminal PE Project with the Richmond Marine Terminal Access Improvements – F Port of Virginia Gateway Interchange and Streetscape Improvements to create a single project (CVTA Project ID CVTA-0050, UPC 128657) (together with the Marine Terminal PE Project, the "Project"); and

WHEREAS, accordingly, VDOT and CVTA desire~~s~~ to ~~rescind~~ replace the ~~Project Administration Agreement for CVTA Project ID CVTA-0024~~Original SPA ~~and replace it~~ with ~~CVTA-0050~~this Agreement, which amends and restates, and replaces in its entirety, the Original SPA~~, and thereby incorporating the work under UPC 123895 into a single, unified, amended, and restated Project Administration Agreement identified as CVTA-0050 and UPC 128657~~; and

WHEREAS, VDOT has expressed its willingness 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, certain financial benefits have accrued to CVTA-0024, resulting in project cost savings in the amount of $1,000,000, which funds are no longer required for the projects; and~~

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

WHEREAS, the Parties have concurred in VDOT'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. This ~~Project Administration~~ Agreement ~~shall~~hereby merges the work ~~provided for~~identified ~~under~~in the Original SPA (CVTA-0024 and UPC 123895) into the Project, which shall heretofore be identified as CVTA-0050 and UPC 128567. Accordingly, this Agreement hereby amends and restates, and replaces in its entirety, the Original SPA, and beginning on the effective date of this Agreement, the Original SPA shall no longer be of any force or effect~~, thus resulting in the rescission of CVTA-0024 and UPC 123895, and its supersession and replacement by CVTA-0050 and UPC12857.~~.

~~1.~~2. 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.~~3. 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. Unless otherwise agreed to by the Parties, every phase of the Project will be designed and constructed in accordance with all standards typically utilized or established by VDOT for such facility.

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 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. Additional information and reports, including but not limited to plans and right of way reports, shall be provided by VDOT as otherwise requested.

d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by 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, VDOT will continue to operate and maintain the Project, or have others operate and maintain the Project, or take measures necessary to ensure the locality having final jurisdiction over the Project assumes operation and maintenance of the Project, in accordance with the final constructed design and applicable standards. 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.~~4. The CVTA shall:

a. Upon receipt of VDOT's invoices pursuant to paragraph 2.c, reimburse 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 VDOT.

b. Audit VDOT's Project records and documentation as may be required to verify VDOT's compliance with applicable policies, laws, and regulations.

~~4.~~5. 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 by fiscal year to the allocated funding identified in the Appendix A of this Agreement, or other sources of funding allocated to the ~~project~~ Project by the CVTA, and CVTA funding is allocable only upon VDOT'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, additional funds shall be paid from federal, state, local or CVTA revenues, in proportions as agreed by the Parties at the time, with the goals of expending state or federal funds first before expending LOCALITY and/or CVTA revenues and using all funding to expedite delivery and completion of the Project.

~~5.~~6. In the event there is a significant reduction in Project costs, VDOT and the CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goals of applying the savings to maximize the use of federal and state

funds on the Project and using all funding to expedite delivery and completion of the Project.

~~6.~~7. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then VDOT and the CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goals of applying the additional funding to maximize the use of state and federal funds on the Project and using all funding to expedite delivery and completion of the Project.

~~7.~~8. 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.~~9. 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, return of money, property, or deposit(s), or cancellation or forfeiture of bonds or other financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that 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 Party to be bound has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

~~9.~~10. 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 VDOT or the locality that would otherwise by law have jurisdiction or control over the facility, unless otherwise agreed. VDOT may retain plans, specifications, and right-of-way if all CVTA funds expended for the P~~p~~roject are reimbursed to the CVTA and will work with any locality that would otherwise have and that will assume jurisdiction and control over the facility to ensure said locality receives a copy of plans and specifications and, as mutually agreed, is conveyed the subject right of way.

~~10.~~11. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to VDOT with a specific description of the VDOT's breach of this Agreement. Upon receipt of a notice of breach, 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, VDOT has neither cured the breach, nor is diligently

pursuing a cure of the breach, then upon receipt by VDOT of a written notice from the CVTA stating that the breach has neither been cured, nor is VDOT diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

~~11.~~12. VDOT and the 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.~~13. VDOT and the CVTA agree that the appendices attached hereto set forth the minimum information and requirements for their intended purposes and may be modified as to form and with additional information and requirements as mutually agreed.

~~13.~~14. Nothing in this Agreement shall be construed as a waiver of the VDOT's or the CVTA's sovereign immunity.

~~14.~~15. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.

~~15.~~16. This Agreement may be modified only in writing by mutual agreement of the Parties.

~~16.~~17. The current ~~project~~ Project cost estimate and available budget for the ~~project~~ Project does not support the need for the remaining $1,000,000 in ~~project~~ funding previously allocated to the Marine Terminal PE Project (CVTA-0024). The $1,000,000 surplus ~~can~~ shall be returned to the CVTA regional funds balance ~~entry~~for reallocation to other projects at CVTA's discretion ~~as outlined in the Regional Project Selection and Allocation Framework~~.

[*Signatures on the Following Page*]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed, intending it to be effective as of the date of the last (latest) execution below.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION:

_____
Signature

Stephen C. Brich, P.E.
Typed or printed name of signatory

Commissioner of Highways
Title

_____
Date

_____
Signature of Witness

_____
Date

NOTE: The official signing for 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 C

APPENDIX A - VDOT Administered

Official Attachment of CVTA-VDOT Standard Project Administration Agreement

APPENDIX A - VDOT Administered

Project Details	
Locality:	**City of Richmond**
CVTA Project Name:	**Richmond Marine Terminal Access Improvements - F Port of Virginia Gateway Interchange and Streetscape Improvements**
CVTA Project Number:	**CVTA-0024 (supersceded), CVTA-0050**
UPC Number (If Applicable):	**123895 (supersceded), 128657**
CVTA Program Coordinator	**Chet Parsons**
VDOT Program Manager:	**Theresa Childress**
Scope of Services:	**UPC 123895: CVTA 0024 funds ($1,000,000) to complete 30% design and to clear environmental reviews and permits. UPC 128657: CVTA-0050 funds ($8,491,001) Improvement of safety and operations along the 0.4-mile stretch of Commerce Road between Bells Access Road and Walmsley Boulevard / I-95. This project will also improve multimodal safety and operations at the intersection of Commerce Road and Walmsley**
Allocated Project Funding Amount:	**$9,491,001**

Schedule

Milestone	Anticipated Date
Project Scoping Meeting	12/15/2027
Survey (Conduct Location Survey)	4/29/2027
Utility Designation (Furnish RW/Utility Plans)	3/22/2030
Geotechnical Engineering Report (Final Soils Survey)	6/15/2029
Conceptual Design Phase Submittal	N/A
Approved NEPA Document (If Applicable)	5/17/2028
Preliminary Design Phase Submittal (Adopt Location/Design)	2/2/2029
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	12/4/2028
Utility Field Inspection (UFI Team Meeting Date)	11/30/2029
ROW Design Phase Submittal (Furnish RW/Utility Plans)	3/22/2030
ROW Acquisition	3/29/2030
Relocate Utilities (If Applicable)	3/6/2031
Final Construction Design Phase Submittal (Approved CN Plan	1/29/2031
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	3/11/2031
Environmental Permits Obtained (If Applicable)	12/17/2030

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: **Richmond Marine Terminal Access Improvements - F POV Gateway Interchange/Streetscape Improvements**

CVTA Project #: **CVTA-0024, CVTA 0050** **UPC # (If Applicable):** **123895, 128657**

Item or Category	CVTA Approved Project Costs	Revisions	Current Budget	Previous Draws Approved	Current Draw	Total Draws	Balance Left to Draw
Design Work	$1,000,000.00		$1,000,000.00		-	$0.00	$1,000,000.00
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	$8,491,001.00		$8,491,001.00		-	$0.00	$8,491,001.00
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	**$9,491,001.00**	**$0.00**	**$9,491,001.00**	**$0.00**	**$0.00**	**$0.00**	**$9,491,001.00**

Budget item Category	Vendor	Invoice #	Amount of Payment

APPENDIX C

Official Attachment of CVTA-VDOT Standard Project Administration Agreement

FORM OF PAYMENT REQUISITION

FORM OF PAYMENT REQUISITION	
Locality:	
CVTA Project Name:	
CVTA Project Number:	
UPC Number (If Applicable):	
Standard Project Agreement Date:	
Project Scope/Services Description:	
Draw Request Number:	
Amount Requested:	
Request Date:	
Central Virginia Transportation Authority	
Attention CVTA Program Coordinator:	

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted and dated above between the Central Virginia Transportation Authority ("CVTA") and the VDOT. VDOT hereby requests CVTA funds, to pay the costs of the project services described and set forth in Appendix A and B of the Agreement ("Project Details") 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, (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 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 reimbursement.

VDOT	
By:	_____
Name:	
Title:	
Recommended For Payment	
By:	
Name:	
	Title: CVTA Program Coordinator

AMENDED AND RESTATED
PROJECT ADMINISTRATION AGREEMENT

CVTA Regionally Funded Projects

CVTA Project ID	Project Name	UPC	Government Entity
CVTA-0024	POV Richmond Marine Terminal Improvements at I-95/Bells Rd (PE Only)	123895	VDOT
CVTA-0050	Richmond Marine Terminal Access Improvements - F Port of Virginia Gateway Interchange and Streetscape Improvements	128657	VDOT

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

WHEREAS, VDOT and CVTA entered into that certain Standard Project Administration Agreement – CVTA Regionally Funded Projects dated as of March 21, 2024 (the "Original SPA"), setting forth the administration of the project identified as POV Richmond Marine Terminal Improvements at I-95/Bells Rd (PE Only) (CVTA Project ID CVTA-0024, UPC 123895) (the "Marine Terminal PE Project"); and

WHEREAS, for funding and administration purposes, the Parties desire to combine the Marine Terminal PE Project with the Richmond Marine Terminal Access Improvements – F Port of Virginia Gateway Interchange and Streetscape Improvements to create a single project (CVTA Project ID CVTA-0050, UPC 128657) (together with the Marine Terminal PE Project, the "Project"); and

WHEREAS, accordingly, VDOT and CVTA desire to replace the Original SPA with this Agreement, which amends and restates, and replaces in its entirety, the Original SPA; and

WHEREAS, VDOT has expressed its willingness 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, VDOT is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the Parties have concurred in VDOT'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. This Agreement hereby merges the work identified in the Original SPA (CVTA-0024 and UPC 123895) into the Project, which shall heretofore be identified as CVTA-0050 and UPC 128567. Accordingly, this Agreement hereby amends and restates, and replaces in its entirety, the Original SPA, and beginning on the effective date of this Agreement, the Original SPA shall no longer be of any force or effect.

2. 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.

3. 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. Unless otherwise agreed to by the Parties, every phase of the Project will be designed and constructed in accordance with all standards typically utilized or established by VDOT for such facility.

   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 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. Additional information and reports, including but not limited to plans and right of way reports, shall be provided by VDOT as otherwise requested.

   d. Requests for reimbursement shall be made within 90 days after any eligible project expenses are incurred by 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,

VDOT will continue to operate and maintain the Project, or have others operate and maintain the Project, or take measures necessary to ensure the locality having final jurisdiction over the Project assumes operation and maintenance of the Project, in accordance with the final constructed design and applicable standards. 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.

4. The CVTA shall:

   a. Upon receipt of VDOT's invoices pursuant to paragraph 2.c, reimburse 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 VDOT.

   b. Audit VDOT's Project records and documentation as may be required to verify VDOT's compliance with applicable policies, laws, and regulations.

5. 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 by fiscal year 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 CVTA funding is allocable only upon VDOT'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, additional funds shall be paid from federal, state, local or CVTA revenues, in proportions as agreed by the Parties at the time, with the goals of expending state or federal funds first before expending LOCALITY and/or CVTA revenues and using all funding to expedite delivery and completion of the Project.

6. In the event there is a significant reduction in Project costs, VDOT and the CVTA will work reasonably and in good faith to amend Appendix A fairly to reflect the effect of the reduction, with the goals of applying the savings to maximize the use of federal and state funds on the Project and using all funding to expedite delivery and completion of the Project.

7. If federal or state funding not previously available for the Project becomes available for any portion of the Project, then VDOT and the CVTA will work reasonably and in good faith to fairly allocate the additional funding, with the goals of applying the additional funding to maximize the use of state and federal funds on the Project and using all funding to expedite delivery and completion of the Project.

8. 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.

9. 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, return of money, property, or deposit(s), or cancellation or forfeiture of bonds or other financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that 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 Party to be bound has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

10. 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 VDOT or the locality that would otherwise by law have jurisdiction or control over the facility, unless otherwise agreed. VDOT may retain plans, specifications, and right-of-way if all CVTA funds expended for the Project are reimbursed to the CVTA and will work with any locality that would otherwise have and that will assume jurisdiction and control over the facility to ensure said locality receives a copy of plans and specifications and, as mutually agreed, is conveyed the subject right of way.

11. Prior to taking any action alleging breach of this Agreement, the CVTA shall provide notice to VDOT with a specific description of the VDOT's breach of this Agreement. Upon receipt of a notice of breach, 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, VDOT has neither cured the breach, nor is diligently pursuing a cure of the breach, then upon receipt by VDOT of a written notice from the CVTA stating that the breach has neither been cured, nor is VDOT diligently pursuing a cure, the CVTA may exercise any remedies it may have under this Agreement or at law or in equity.

12. VDOT and the 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.

13. VDOT and the CVTA agree that the appendices attached hereto set forth the minimum information and requirements for their intended purposes and may be modified as to form and with additional information and requirements as mutually agreed.

14. Nothing in this Agreement shall be construed as a waiver of the VDOT's or the CVTA's sovereign immunity.

15. This Agreement, when properly executed, shall be binding upon both Parties, their successors, and assigns.

16. This Agreement may be modified only in writing by mutual agreement of the Parties.

17. The current Project cost estimate and available budget for the Project does not support the need for the remaining $1,000,000 in funding previously allocated to the Marine Terminal PE Project (CVTA-0024). The $1,000,000 surplus shall be returned to the CVTA regional funds balance for reallocation to other projects at CVTA's discretion.

[*Signatures on the Following Page*]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed, intending it to be effective as of the date of the last (latest) execution below.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION:

_____
Signature

Stephen C. Brich, P.E.
_____
Typed or printed name of signatory

Commissioner of Highways
_____ _____
Title Date

_____ _____
Signature of Witness Date

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

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY:

_____ _____
Chair Date
Central Virginia
Transportation Authority

_____ _____
Signature of Witness Date

Attachments

Appendix A
Appendix B
Appendix C

APPENDIX A - VDOT Administered

Official Attachment of CVTA-VDOT Standard Project Administration Agreement

APPENDIX A - VDOT Administered

Project Details	
Locality:	**City of Richmond**
CVTA Project Name:	**Richmond Marine Terminal Access Improvements - F Port of Virginia Gateway Interchange and Streetscape Improvements**
CVTA Project Number:	**CVTA-0024 (supersceded), CVTA-0050**
UPC Number (If Applicable):	**123895 (supersceded), 128657**
CVTA Program Coordinator	**Chet Parsons**
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Allocated Project Funding Amount:	**$9,491,001**

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Conceptual Design Phase Submittal	N/A
Approved NEPA Document (If Applicable)	5/17/2028
Preliminary Design Phase Submittal (Adopt Location/Design)	2/2/2029
Citizen Information Meeting (If Applicable)	N/A
Post Willingness (if Applicable)	N/A
Public Hearing (If Applicable)	12/4/2028
Utility Field Inspection (UFI Team Meeting Date)	11/30/2029
ROW Design Phase Submittal (Furnish RW/Utility Plans)	3/22/2030
ROW Acquisition	3/29/2030
Relocate Utilities (If Applicable)	3/6/2031
Final Construction Design Phase Submittal (Approved CN Plan	1/29/2031
Draft Invitation for Bid Submittal	N/A
Invitation for Bid Advertisement	3/11/2031
Environmental Permits Obtained (If Applicable)	12/17/2030

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: **Richmond Marine Terminal Access Improvements - F POV Gateway Interchange/Streetscape Improvements**

CVTA Project #: **CVTA-0024, CVTA 0050** **UPC # (If Applicable):** **123895, 128657**

Item or Category	CVTA Approved Project Costs	Revisions	Current Budget	Previous Draws Approved	Current Draw	Total Draws	Balance Left to Draw
Design Work	$1,000,000.00		$1,000,000.00		-	$0.00	$1,000,000.00
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	$8,491,001.00		$8,491,001.00		-	$0.00	$8,491,001.00
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	**$9,491,001.00**	**$0.00**	**$9,491,001.00**	**$0.00**	**$0.00**	**$0.00**	**$9,491,001.00**

Budget item Category	Vendor	Invoice #	Amount of Payment

APPENDIX C

Official Attachment of CVTA-VDOT Standard Project Administration Agreement

FORM OF PAYMENT REQUISITION

FORM OF PAYMENT REQUISITION	
Locality:	
CVTA Project Name:	
CVTA Project Number:	
UPC Number (If Applicable):	
Standard Project Agreement Date:	
Project Scope/Services Description:	
Draw Request Number:	
Amount Requested:	
Request Date:	
Central Virginia Transportation Authority	
Attention CVTA Program Coordinator:	

This requisition is submitted in connection with the Standard Project Agreement for Funding and Administration for the project services noted and dated above between the Central Virginia Transportation Authority ("CVTA") and the VDOT. VDOT hereby requests CVTA funds, to pay the costs of the project services described and set forth in Appendix A and B of the Agreement ("Project Details") 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, (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 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 reimbursement.

VDOT	
By:	_____
Name:	
Title:	
Recommended For Payment	
By:	
Name:	
	Title: CVTA Program Coordinator