



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

**Thursday, May 28, 2015
6:00pm
3040 Williams Drive, Suite 200
Fairfax, VA 22031**

AGENDA

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the April 23, 2015 Meeting**
Recommended action: Approval [with abstentions from those who were not present]

Presentation

- IV. Briefing on the Regional Bus Staging, Layover, and Parking Location Study**
Mr. Richard Roisman, Transportation Planning Board

Consent Agenda

- V. Project Agreement for Fairfax County–Regional Funding 059-14-031-3-01 (Innovation Metrorail Station)**
Recommended action: Approval of Project Agreement
- VI. Project Agreement for WMATA–Regional Funding 996-14-034-1-09 (8-Car Traction Upgrade)**
Recommended action: Approval of Project Agreement
- VII. Project Agreement for City of Fairfax–Regional Funding 600-60471 (Jermantown Road)**
Recommended action: Approval of Project Agreement
- VIII. Project Agreement for City of Fairfax–Regional Funding 600-90671 (Cue Buses)**
Recommended action: Approval of Project Agreement
- IX. Project Agreement for City of Fairfax–Regional Funding 600-60411 (Northfax)**
Recommended action: Approval of Project Agreement

- X. **Project Agreement for City of Fairfax–Regional Funding 600-60391 (Kamp Washington Intersection Improvements)**
Recommended action: Approval of Project Agreement
- XI. **Project Agreement for PRTC–Regional Funding 998-60591 (Western Maintenance Facility)**
Recommended action: Approval of Project Agreement
- XII. **Appointment of the I-66 Outside the Beltway Committee**

Action

- XIII. **Approval of Kathy Ichter to the Technical Advisory Committee**
Ms. Backmon, Executive Director
Recommended action: Approval of Technical Advisory Committee Appointee
- XIV. **Approval of Robert Dickerson to the Council of Counsels**
Ms. Backmon, Executive Director
Recommended action: Approval of Mr. Dickerson to the Council of Counsels
- XV. **Approval of Fairfax and Prince William Counties RSTP Reallocation Requests**
Ms. Dominguez, Chair, JACC
Recommended action: Approval of RSTP Reallocation Request

Discussion/Information

- XVI. **Planning Coordination Advisory Committee Report**
Mayor Foreman, Chair, PCAC
- XVII. **City of Fairfax and Prince William County RSTP Reallocation Requests**
Ms. Dominguez, Chair, JACC
- XVIII. **Monthly Revenue Report** Mr. Longhi, CFO
- XIX. **Operating Budget Report** Mr. Longhi, CFO
- XX. **Executive Director’s Report** Ms. Backmon, Executive Director
- XXI. **Chairman’s Comments**

Closed Session

- XXII. **Adjournment**

Next Meeting: June 25, 2015 – 6:00 pm
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Thursday, April 23, 2015
6:00pm
3040 Williams Drive, Suite 200
Fairfax, VA 22031

MEETING MINUTES

I. Call to Order Chairman Nohe

- Chairman Nohe called the meeting to order at 6:06pm.

II. Roll Call Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Chairman Bulova; Chair Hynes; Supervisor Letourneau; Mayor Parrish; Mayor Silverthorne (arrived 6:29pm/departed 7:26pm); Council Member Rishell; Council Member Snyder (arrived 6:49); Senator Ebbin; Delegate Rust; Delegate Minchew (arrived 6:28pm); Miss Bushue; Mr. Garczynski.
- Non-Voting Members: Ms. Cuervo; Mr. Horsley.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Keith Jasper (Program Coordinator); Peggy Teal (Assistant Finance Officer); Camela Speer (Clerk); various jurisdictional staff.

III. Minutes of the March 25, 2015 Meeting

- Chairman Bulova moved approval of the March 25, 2015 minutes; seconded by Mayor Parrish. Motion carried with seven (7) yeas and two (2) abstentions [with Supervisor Letourneau and Mr. Garczynski abstaining as they were at the March 25 meeting].

Presentation

IV. Implementation of Provisions of HB 2 (2014)

Nick Donohue, Deputy Secretary of Transportation

- Deputy Secretary Donohue presented an update on the Implementation of the Provisions of HB 2 (2014).
- Mr. Garczynski noted that, from the Commonwealth Transportation Board's (CTB) perspective, the selection process for high priority projects will be pretty selective. The sense from the last meeting was that the CTB will look to the Metropolitan Planning Organizations for suggested candidate projects, but they will have to be within a corridor of state-wide significance, moving the

most people and goods for the greatest impact. He emphasized that this will be very selective and competitive. It will not be awarded loosely by the CTB. He added that all regions think their projects are a high priority and cited examples like the Fairfax County Parkway and Route 1, or multimodal transportation in the inner core.

- Chair Hynes asked how the HB 2 scoring will work over time. Deputy Secretary Donohue responded that since projects are ranked against those submitted to each project selection cycle, a project that scores lower in one year could be ranked number one in the next round. He added that the project selection is also based on what the State can fund.
- Chairman Nohe noted that projects will be ranked against each other in each round, therefore in each round there will be new and different projects and previously submitted projects will be rescored against those. He cited HB 599 as an example, noting that there are probably projects in Northern Virginia that would have scored higher than those in this last study, but they were not considered, mostly because they were not submitted. He posed the question, “Does the score in year one stand, or in order to get a reasonable outcome, does it get rescored in the next round in order to have accurate data?” Deputy Secretary Donohue responded that under the draft proposal the score would be updated. Chairman Nohe added that this makes sense, but that it is not intuitive, particularly to the jurisdictions whose projects are impacted by this. Deputy Secretary Donohue responded that he suspects there will be robust discussions regarding the first time this happens. He added that the CTB, similar to the Authority, is not required to select just the top scoring projects, noting that they are a policy Board and as such retain the policy discretion to fund those projects they believe provide the greatest benefit. The scores will be made public prior to the CTB making draft selections and a draft Six Year Improvement Program being released. He added that if a project is funded in a different part of the state that has a lower score than a project in Northern Virginia, he expects to see the Authority members at the Six Year Improvement Program public hearings to ask why.
- Delegate Rust asked for clarification regarding the question as to whether total funding or only HB 2 eligible funds should be considered in project scoring. He noted that if total funding is considered, than if a project has other funding sources it will score higher. Deputy Secretary Donohue explained that the law requires not just looking at the largest benefit, but the largest benefit for dollars spent. Since there are limited funds and the State cannot fund everything, we need to look at what can the State can achieve with the available resources it has. Project benefits will be divided by the cost to get some relative benefit per million dollars spent. This raises the question as to whether to take the total project cost, regardless of whether or not it is State HB 2 eligible or includes additional funding sources, or only consider the HB 2 incremental burden to the State. The staff recommendation is to use the HB 2 only cost to encourage local communities to leverage resources with the State. He added that the CTB does not have consensus on this issue. He noted that some jurisdictions have concerns that they do not have additional resources like

Northern Virginia and Hampton Roads, and are not as well off, so do not have the resources to co-invest. There is concern that this could create an unfair circumstance for these communities.

(Delegate Minchew and Mayor Silverthorne arrived.)

- Supervisor Letourneau asked who will be assigning project scores and putting them into the weighting framework. Secretary Donohue explained the process:
 - ✓ There will be an on-line application with drop down menus from which to choose options.
 - ✓ Staff at the State will be responsible for undertaking the projects scores and reviews.
 - ✓ Expect to have a very simple and streamlined process for applicants to submit projects. It is not anticipated that applicants will need to hire consultants to do this.
- Supervisor Letourneau asked, for example, who will do the evaluation on the economic development impact, as this is not necessarily something at that transportation staff would be the best served to evaluate. Deputy Secretary Donohue responded that this is also being discussed with the CTB. He added that he expects there will be a few teams that are probably led by staff, but consist of consultants and others that score these projects. It is also being discussed as to how to put in place quality assurance and quality control. One consideration is to have three teams with each scoring 40% of the projects so that there is a natural overlap of 20%. A review will be done of the projects scored by all three teams to see if they got the same score. If not, there will be a review and rescore.
- Mr. Garczynski added that beta testing of the framework is being done now as test scoring is due to the CTB next month.
- Chairman Bulova noted that jurisdictions may want to score projects on their own to test the State scoring. She asked if there will be a way to challenge the State scores. Deputy Secretary Donohue responded that this is being looked into. It has been suggested that there needs to be a way for applicants to express concerns about projects being properly scored. He added that they are working on how to work this into the timeframe and are looking to create a web portal to make the factors the State is using available to jurisdiction and agency staff in advance. He added that the State wants to make this as transparent a process as possible.
- Chair Hynes asked if the crash model looks beyond the car and takes into account different modes of transportation. Deputy Secretary Donohue responded that the model does not do the best job of this. He stated it does a very good job on the automobile side and that there are some crash modifications for non-motorized travel, but they are a bit nonsensical. He added that they talking with the Federal Highway Administration (FHWA) and some other regions that have similar situations to try to find options for non-motorized calculations. Chair Hynes noted that there are 6000 bike and pedestrian trips across the Key Bridge every day.

- Chairman Nohe moved to item X to discuss the draft Authority comments on the HB 2 Draft Implementation Policy Guide.

X. Approval of Comments on HB 2 Draft Implementation Policy Guide

Ms. Dominguez, Chair, JACC

- Ms. Dominguez stated that on behalf of the Authority, the JACC has prepared a full list of draft comments on the HB 2 Draft Implementation Policy Guide. She noted that the safety measure issue was addressed in the draft comments, stating that while it was agreed that fatalities and severe injuries should be a factor in calculating impacts on safety, we believe that measurements should not be limited to those criteria. The reduction of all accidents should be included, and not limited to only the most severe. Deputy Secretary Donohue responded that the CTB has tried to focus in all these measures on the items where we can really demonstrate results that create the biggest issues within the Commonwealth. He added that, for example, on crashes the focus is only on fatalities and severe injuries, but on the flip side, for this region when looking at delay, the focus is on the more severe types of congestion and stop-and-go-issues. Deputy Secretary Donohue explained that in rural parts of the state, where there is not a lot of delay, they don't want to include fender bender types of crashes. He concluded that by not including these types of crashes, it will have a lower impact on safety for Northern Virginia projects. However, 35% of the score in this area is based on congestion and the way the congestion score has been developed, it is focused on the most severe congestion problems which tend to exist in this regional.
- Ms. Dominguez pointed out two more comments:
 - ✓ Under environmental quality, there are comments that access to essential destinations is extremely important, but the JACC thought this belongs more in accessibility than in environmental quality.
 - ✓ In regard to co-funding and project costs, reiterated the Authority's comment provided in December that stated that the Authority continues to strongly support the provision that for purposes of cost benefit analysis, the project benefits will be calculated relative to the HB 2 costs only. The reason is that it is important to leverage various sources and that HB 2313 specifically states that Northern Virginia's regional funds cannot be used to calculate or reduce the share of local, federal or state revenues otherwise available to participating jurisdictions.
- Mr. Garczynski stated that he would welcome any comments from individual members of this body prior to the upcoming CTB meeting.
- Delegate Minchew noted that the adoption of HB 2 in 2014 did something unusual, it said that the CTB shall consider comments from various stakeholders and that the CTB shall explicitly consider input provided by the NVTAA. He suggested that this statute means that input provided by the Authority shall be given high probative weight, meaning that it is important to get it right and make sure our comments are comprehensive, but also set forth

the consensus of the Authority. He added that we want to get it right the first time and suggested that, unless there is a hurry to get this to the CTB, we have a work session on the comments to ensure they embody the view members have as a whole. Mr. Garczynski explained that there is a sense of urgency as these debates are going to happen next month in Northern Virginia and there is only a window of about three weeks. He suggested that if the Authority wants to fine tune what the JACC has proposed, there is a sense of urgency.

- Ms. Dominguez stated that the JACC, with staff members from all the localities as well as the regional agencies, has compiled four pages of notes. She suggested that the Authority members take time to review the comments, send any additional feedback and then Ms. Backmon could draft a letter along those lines.
- Chairman Nohe stated that he does not want to do anything that creates unnecessary delay in this. He requested that the Authority approve the draft comments this evening, with understanding that jurisdictions can provide additional comments to Ms. Backmon. He noted that we have a little time to make adjustments and added that we can always provide additional comments to the CTB. He expressed concern about delaying this process since the Authority does not meet again until after the CTB meeting.
- Delegate Minchew noted the importance of these comments, given that the General Assembly gave the Authority a higher priority of comment probative weight, and that we a good collection of people from our local government, so wants to make sure that we really crystalize their thinking in our corporate comments to the CTB.
- Chairman Bulova asked for confirmation that in the process thus far jurisdiction staffs have already been working together. Ms. Dominguez responded that the Policy Guide was sent to the entire JACC when it was released last March. At the JACC meeting two weeks ago, members discussed the comments, then the draft comments were sent out for changes or modifications. She noted that this evening's comments by Chairman Nohe, Chairman Bulova and Chair Hynes are not included in this list of comments, but will be incorporated in the final letter. Chairman Nohe added that there are also many jurisdictions that are providing comments separately from the Authority.
- Chairman Nohe asked that the Authority take action on this item.
- Supervisor Letourneau moved approval of the Draft Comments on the Draft HB 2 Implementation Policy Guide, and asked that they be provided in a letter to the Virginia Secretary of Transportation; seconded by Chairman Bulova with understanding that there is still an opportunity to provide additional comments.
- Chair Hynes asked for clarification that additional comments would be consensus comments. Chairman Nohe responded that any additional comments would need to be sent to Ms. Backmon for Authority consensus.

(Council Member Snyder arrived.)

- Motion carried with twelve (12) yeas and one (1) abstention [Mr. Garczynski].
- Deputy Secretary Donohue concluded his presentation.

Action

V. Approval of Budget Adjustment – Regional Revenue Fund Budget

Mr. Longhi, CFO

- Mr. Longhi briefed the Authority on the Budget Adjustment to the Regional Revenue Fund budget. He noted this is a voluntary withdraw of the FY2014 Washington Metropolitan Area Transit Authority (WMATA) bus project. This action will return \$7 million of project funding to the Regional Revenue Fund.
- Mayor Parrish moved approval of the voluntary request from the Washington Metropolitan Area Transit Authority (WMATA) to withdraw its FY2014 funding request of \$7 million for new buses, and cancellation the FY2014 appropriation; seconded by Chair Hynes. Motion carried unanimously.

VI. Approval of Regional Revenue Budget

Mr. Longhi, CFO

- Mr. Longhi updated the Authority on the FY2016 Regional Revenue budget. He noted that these funds must first be used to meet debt service obligations, then funds may be allocated to projects. He noted significant developments since the previous Authority briefings on this budget.
 - ✓ \$7 million withdraw from WMATA.
 - ✓ Consensus has been reached with the member jurisdictions on the funding of the TransAction Update.
 - ✓ The Executive Director is forming an Advisory Panel to develop policies for the contingency and Transportation Project Reserves. The funding decisions for the Transportation Project Reserve will be presented after the policy approval. No funds from either of those reserves will be used until the policies are in place. The proposed funding of the Transportation Projects Reserve was reduced from \$12 million to zero, pending the establishment of the policy.
 - ✓ These adjustments increase the Regional Revenue Fund balance available for projects from the previous \$359 million to \$371 million.
- He reviewed the summary statement of the budget in the Authority packet.
 - ✓ The funds available for projects are \$371 million.
 - ✓ The original project recommendations from the Project Implementation Working Group (PIWG) were \$337.9 million. The April recommendations added another \$8 million, for a total recommended project funding of \$345.9 million.
 - ✓ There are un-programmed funds of \$25.1 million.

- ✓ Working Capital Reserve, which the FY2016 proposed budget will complete the funding of, is \$103.5 million. This is governed by the Debt Policy.
 - ✓ Debt Service Reserve of \$5.5 million which was funded through our first debt issuance.
 - ✓ Total Restricted Reserves of \$109 million.
 - ✓ For the Contingency for Approved Projects, the Finance Committee recommended funding of \$7.8 million.
 - ✓ For the Transportation Projects Reserve, the Finance Committee requested removal of the \$12 million and that the decision on that funding be deferred until the policy is ready.
 - ✓ Total NVTa Directed Reserves of \$7.8 million.
 - ✓ Based on the funds left over from the potential approval of the FY2015-16 Two Year Program, the NVTa Directed Reserves and Un-programmed Funds will be \$32.9 million. These are funds that ultimately are under the Authority's control.
 - ✓ Total Reserves and Un-programmed Funds will be \$141.9 million.
- Chair Hynes moved approval of the FY2016 Regional Revenue Fund budget, with adjustment of the Transportation Projects Reserve to zero pending the establishment of related policies, as recommended by the Finance Committee; seconded by Chairman Bulova. Motion carried unanimously.

VII. Adoption of the FY2015-16 Two Year Program

Ms. Backmon, Executive Director

- Ms. Backmon updated the Authority on the proposed FY2015-16 Two Year Program. She reviewed the process to date:
 - ✓ Call for Projects issued in December 2013.
 - ✓ 52 projects were submitted in February 2014.
 - ✓ 33 of these projects were highway projects that were recommended to the CTB to be rated and evaluated as part of the HB 599 process.
 - ✓ 19 transit projects were not included in the HB 599 evaluation, but it was always the Authority's intent to include transit projects in the HB 599 process.
- Mr. Jasper briefed the Authority on the specifics and the work of the April 13, 2015 meeting of the PIWG. He noted:
 - ✓ Public Hearing was held on March 25, 2015.
 - ✓ At the April meeting, the PIWG considered all public comments received.
 - ✓ The recommendation from the April meeting of the PIWG recommends 21 highway and 16 mass transit projects for a total of \$345,939,000, leaving over \$25 million un-allocated.
- Mr. Jasper summarized the public comments received from all sources, including:
 - ✓ Received 229 comments, including the testimony from the Public Hearing and a 467 signature petition which was treated as a single comment.

- ✓ All public comments are posted on the Authority's website and they are listed in the Authority meeting packet.
- ✓ For review at the PIWG meeting, comments were divided into three groups.
 - Comments related specifically to project 8S, which is a Fairfax County project to widen US 1 Richmond Highway. There was substantial support expressed for this project.
 - Comments related to multiple projects, including project 8S.
 - Comments completely unrelated to 8S and supporting various projects.
- ✓ There were also some process related comments. These did not focus so much on projects, but on the business of coming up with recommended projects.
- Mr. Jasper briefly reviewed the Project Selection Process.
 - ✓ Started in the summer of 2014.
 - ✓ The Authority approved this process at the October 2014 Authority meeting.
 - ✓ When HB 599 results were available, they were incorporated.
 - ✓ Stressed that the process that was adopted was particularly geared toward projects that offered congestion relief, but also project readiness. So that not only was congestion relief delivered by the projects, but it would be delivered quickly. The Authority's process very much reflects that.
- Mr. Jasper reviewed the recommended highway projects.
 - ✓ 21 recommended projects, which is three more than original proposed list.
 - ✓ First grouping of projects on the list were recommended because these are the projects that achieved the highest NVTAs score, using the adopted selection process.
 - ✓ Five additional projects were recommended. He explained those recommendations:
 - Frontier Drive Extension Project, 8R, was added as a result of public support. He noted that there is additional information in the Authority packet which provides a greater background as to the congestion benefit reliefs of this project.
 - Leesburg Rt. 15 Bypass Project, 1P, was included in the FY2014 Program, so as part of the qualitative considerations, this project was added as a continuation of funding for an already approved project.
 - Fairfax County Rt. 28 Widening Project, 3K, was included based on the HB 599 rating of 17.3 and because although it is in preliminary engineering, it offers potential congestion relief in the Rt. 28 corridor sooner than some other projects being considered.
 - Rolling Road Widening Project, 5C, was added in part because of comments received in the Public Hearing. It has a decent HB 599 rating and is fairly advanced in the Right-of-Way phase.
 - Fairfax County US 1 Richmond Highway Project, 8S, was added as a result of comments received during the public comment process.
 - ✓ Many of the recommended highway projects chosen using the Authority's selection process will be applying regional funds to construction activities.

This shows that the process that was adopted emphasizes projects which will deliver congestion relief the fastest.

- Mr. Jasper reviewed the recommended transit projects.
 - ✓ Recommended the 15 highest scoring projects, using the NVTAs scoring system.
 - ✓ One additional project being recommended is the Crystal City Platform Extension Study. Although this received the lowest NVTAs score and is a study, there are many other studies going on that affect this particular VRE corridor and VRE believes it is very important as this study will help locate the Crystal City Station within context of those other ongoing studies. If the study does not start at this time, there is a potential that the Crystal City project will become out of sync with the other studies' recommendations.
- Mr. Jasper commented that two of the qualitative considerations used within the project selection process were geographic balance and modal balance. He noted that there is not standard to apply as to whether something is geographically or modally balanced, so the PIWG worked to ensure balance and a table is included in the Authority meeting packet to show the balance in the draft Two Year Program.
- Ms. Backmon stated that this is the recommend FY2015-16 Two Year Program.
- Senator Ebbin moved adoption of the FY2015-16 Two Year Program; seconded by Delegate Rust.
- Chairman Nohe noted that at least one Authority member may have a conflict with a project in the Program. He requested dividing the motion to allow for this.
- Ms. Bushue stated that she has a conflict with project 6L on the transit list. She stated that she will vote for the projects, but wishes to abstain from this one project.
- Chairman Nohe asked the NVTAs Council of Counsels if there is a need for separate votes, or if this acknowledgement is sufficient. Council of Counsels recommended separate votes.
- Senator Ebbin revised the motion.
- Senator Ebbin moved adoption of the FY2015-16 Two Year Program with the exception of project 6L; seconded by Delegate Rust.
- Council Member Snyder asked about the issue of long term revenue versus benefit. He asked if the Authority is going to keep studying this issue and assign a methodology. Ms. Backmon responded that at the Authority's December 2014 meeting the guiding principles were adopted for determining long term benefit. One of the prominent principles was that after ten years the Authority will retrospectively do a calculation. She added that with the adoption of the Two Year Program, the NVTAs staff has already started this process. She noted that a model has not been run as the principles also

included that the latest model at that time be used. Council Member Snyder stated that this is very important and requested that staff continue to refine this.

- Chairman Nohe thanked everyone. He noted that the Authority did the Call for Projects for the Two Year Program in December 2013 and that feels like an eternity ago, but also a month ago. He stated that the NVTa has been in existence for 13 years and in business for less than two years, since the bill was signed. We are now adopting our second major set of investments. Twenty-five months ago we were shocked that the bill had passed and here we are. This is extraordinary work. There is probably not a project on here that we are going to adopt tonight that there could not be some criticisms of. The work that we do with our regions often falls in that category. He noted that the definition of a good deal is one where everyone feels a little disappointed. A bad deal is one where everyone feels disappointed. Chairman Nohe stated that this is a huge leap forward in terms of doing the thing that we spent eleven years talking about. He added that people used to ask what TransAction was and we used to answer it is the document that answers that question “What would you do with \$300 million if you had it?”. We now have \$300 million and we are proving that that is what we are going to do. Chairman Nohe thanked everyone who helped in this process.
- Delegate Rust commented that the Authority is going to approve a number of projects tonight that is almost equivalent to what the Commonwealth will spend in the entire year throughout the entire state.
- Chairman Bulova pointed out that the process that has been developed, within a short period of time, for the thoughtful selection of projects has been pretty phenomenal. She stated this speaks well to the work of the Authority. Chairman Bulova added that she appreciates the outreach the Authority has done to the community to ensure that the community understands the entire process with each project, adding that this is historic.
- Delegate Minchew suggested that given the hole that we were in in the region with the underfunding of our transportation infrastructure for a number of years, in fairly swift order this project list will do a great job of relieving congestion. He added it is a good project list and he votes for it. He asked that as we go forward and do this again, we should always keep an eye toward the “game changer” projects that really have regional significance that will give a regional “shot in the arm” for addressing congestion for our entire region. Since we are doing triage on projects that have been needed for a while, this is a wonderful thing. He suggested that as we go forward in our corporate lives as the Authority, we keep an eye to the “game changer” projects that will really give a regional “bang-for-the-buck”.
- Mayor Parrish stated that he is mindful of those we have worked with, both in terms of Virginia staff, as well as Senators and Delegates that serve in Richmond, and especially perhaps the elected representatives in Northern Virginia. He added that as a member from the City of Manassas, he appreciates the fact that we are able to work well together. He is also mindful of the energetic staff that we have and thanked them for what they have done and what they will do. Mayor Parrish stated that with regard to Delegate

Minchew's comment about the "game changer" projects, he is looking forward to what the NVTa will be when it grows up, because we have some large decisions to make. He added that he hopes there are large decisions to make for the future of transportation in here in Northern Virginia, because he does think there are "game changer" projects and there is more work to do.

- Chair Hynes thanked the members of the Authority who have been involved for these eleven years, and our Delegates and Senators. She noted that there was an interesting conversation at the PIWG about the fact that while we have two lists here today, road and transit, that when the PIWG really started talking about the projects, many projects of the projects are multimodal. She added that we have not necessarily described them that way, but there are a lot of projects on the list that add a trail or improve pedestrian access, as well as adding capacity to roads, or capacity for transit. She encouraged the Authority as we continue to move this forward to find a way to convey that message to the public, because the solution here in Northern Virginia is not one of anything, the solution is all of it, all of it moving together to give people choices that make sense in their lives. She added that the more we can help people see that in the choices we make and the way we describe these projects, the better off we will all be, because we can't just pick one, it won't work.
- Motion carried unanimously.
- Senator Ebbin moved the adoption of the FY2015-16 Two Year Program with respect to item 6L; seconded by Delegate Minchew. Motion carried twelve (12) yeas and one (1) abstention [Miss Bushue].

VIII. Adoption of Policy 16 – Standard Project Agreement Activation

Ms. Backmon, Executive Director

- Ms. Backmon briefed the Authority on Policy 16 – Standard Project Agreement (SPA) Activation, as recommended by the Finance Committee. She highlighted:
 - ✓ When the Authority assigns funding to a project, it is with the expectation that the project will advance per the approved scope of work.
 - ✓ If there is an issue with any particular project in getting to the SPA phase, the Authority, being mindful of its best interest, may need to de-obligate these funds.
 - ✓ This policy addresses projects that are not advancing to an executed SPA. This is not for projects that have an SPA, then have additional delays. Only for projects that do not have an approved SPA.
 - ✓ NVTa funds may be made available per actions taken under this policy and they could be returned to the Regional Revenue Fund.
 - ✓ Important to note for FY2014 project list, we have 29 approved SPAs, with the final two expected to be approved in May. After that, the FY2014 Program will have approved SPAs for every project.

- ✓ The NVTa has closed out two projects, meaning projects have been fully reimbursed and are complete.
 - ✓ If an SPA has not been approved by the governing body of the sponsoring entity within six months of project approval by the Authority, the project shall be considered for NVTa action to de-obligate funds for the project.
 - ✓ If we do not have an SPA approved within six months, this does not automatically trigger deactivation. It means that the Executive Director will contact the entity for a status update. Staff is already doing this and a project status update is included each month in the Executive Director's report to the Authority, as well as posted to the website.
 - ✓ At the request of a sponsoring entity, made within six months, the Authority, at its discretion, may refer the matter to the appropriate committee for recommended extension of the timeframe.
 - ✓ In all cases, agreement will be sought with the implementing jurisdiction or agency. If the agreement is not forthcoming, the Executive Director may take the de-obligation request to the Authority for action.
 - ✓ This policy governs the FY2015-16 and FY2017 Programs. The policy will be revisited prior to the adoption of the Six Year Program FY2018-2023.
- Chair Hynes moved approval of NVTa Policy 16 – Standard Project Agreement (SPA) Activation, as recommended by the Finance Committee; seconded by Chairman Bulova.
 - Chairman Bulova asked for clarification that nothing will be de-obligated without discretion and consideration for the circumstances. Ms. Backmon confirmed that is correct.
 - Chairman Nohe added that the policy states that at the six month mark, Ms. Backmon will have a meeting with the entity, but that likely she will have these meetings at the four month mark. At the six month point, Ms. Backmon will bring it to the attention of the Authority and present a recommendation when it is appropriate. Ms. Backmon confirmed this.
 - Chairman Bulova asked for clarification that de-obligation will not happen automatically. Ms. Backmon responded affirmatively.
 - Motion carried unanimously.

IX. Approval of the Scope of Work for the TransAction Update

Mr. Jasper, Program Coordinator
and Dan Malouff, Chair of TransAction Subcommittee

- Mr. Malouff briefed the Authority on the Scope of Work for the Transaction Update. He noted that:
 - ✓ Full RFP is still being reviewed by Council of Counsels.
 - ✓ Statement of Work is the planning activity only.

- ✓ Has been developed over the last six months by the TransAction Subcommittee, which is part of the JACC.
- ✓ Subcommittee has met regularly and held in depth discussion.
- ✓ JACC, TAC and PCAC have reviewed and had the opportunity to offer comments.
- ✓ Requested that the Authority approve the scope tonight.
- ✓ After approval of scope, RFP will be posted as soon as it receives Council of Counsels approval.
- ✓ Consultant selection will be this spring, with work starting after that.
- Chairman Nohe thanked Mr. Malouff for his work on this.
- Council Member Snyder moved approval of the Statement of Work for the TransAction update; seconded by Chairman Bulova. Motion carried unanimously.

XI. Approval of Testimony on the Commonwealth Transportation Board's FY2016-2021 Six Year Improvement Program and VTrans 2040

Ms. Dominguez, Chair, JACC

- Ms. Dominguez briefed the Authority on the draft Testimony on the Commonwealth Transportation Board's (CTB) FY2016-2021 Six Year Improvement Program (SYIP) and VTrans 2040. She noted that the JACC has developed testimony for the Six Year Improvement Program. She added that the State has been working on VTrans 2040, which is the Commonwealth's long range statewide multimodal policy plan. There is currently a draft vision, goals, objectives and guiding principles document out for comment. JACC has provided comments on this as well. Ms. Dominguez highlighted the comments on the SYIP.
 - ✓ First items generally talk about the need for the Commonwealth and the Authority to work together as HB 2313, HB 599, HB 2 and HB 1887 are all being considered.
 - ✓ 45% of HB 1887 funds go to the State of Good Repair fund. These are broken down by percentages by construction district. It is important to note that no construction district can get less than 5% or more than 17.5% of these State of Good Repair funds. Northern Virginia is expected to receive about 10.6% of these funds. For the SYIP, that is about \$36.1 million. Comment notes concern that Northern Virginia is only getting about 10.6% of these funds based on how bad some of our roads in Northern Virginia are.
 - ✓ The plan in the Draft SYIP is to substantially decrease funding for Revenue Sharing. This program allows for dollar for dollar matching from the State for funds provided by the localities. This has been incredibly successful in Northern Virginia. The plan in the SYIP is to have it at the current amount, which is about \$185 million and goes down to \$50 million in FY2021. The comment voices concern with this issue.

(Mayor Silverthorne departed.)

- Mr. Jasper reviewed the VTrans 2040 comments, highlighting:
 - ✓ While the vision statement appropriately addresses looking at the transportation system from a business perspective, we suggest there is a need to address the needs of Virginians, specifically, as well.
 - ✓ Are generally in agreement with guiding principles that will be used to help develop the plan, but we have the following comments:
 - Guiding principal 1 (Optimize Return on Investment) must embrace all modes and not just highways.
 - Guiding Principle 4 (Consider Operational Improvements and Demand Management First) speaks to the increasingly important role of transportation technology, as well as innovative options to influence travel behavior. In Northern Virginia these are very important and this will be addressed within our own TransAction long range plan and also the future role and impact (good or bad) of driverless vehicles.
 - Guiding Principle 5 (Provide Transparency and Accountability through Performance Management) could require the development of region wide monitoring systems to measure these things. Asked for guidance on this.
 - Guiding Principle 6 (Improving Coordination between Transportation and Land Use) notes that this will include “providing incentives” to local governments for this purpose. We would like to understand a bit more what is meant by incentives.
 - ✓ Comments on the goals include:
 - Want to understand how economic competitiveness relates to increasing person throughput as another Objective.
 - For Accessibility and Connected Places, Regional Activity Centers are very important to us in Northern Virginia, so would like to see that addressed.
 - Would like to see safety for all users incorporated in all modes, not just roadways.
- Ms. Dominguez noted that the remainder of the comments are essentially the same as comments approved in previous NVTa testimony to the CTB.
- Council Member Snyder moved approval of the Testimony on the Commonwealth Transportation Board’s FY2016 – 2021 Six-Year Improvement Program and VTrans2040 Draft Vision, Goals & Objectives, and Guiding Principles; seconded by Delegate Rust.
- Chairman Bulova noted that the CTB hearing is scheduled for April 23 which is a Board meeting day for most Authority members. She requested that in the future there be a better way of coordinating things so that this might not happen again.
- Ms. Dominguez asked if this should be included in the testimony. Chairman Bulova requested that it be added.

- Chairman Nohe stated that, as has been the case for the last 3-4 CTB hearings, VDOT has invited him, as Chairman of the Authority, to sit on the hearing panel. He noted that he will not be reading the NVTa comments into the record, but they will be provided in writing. He will reference them when asked to comment from the dais.
- Motion carried unanimously.

Discussion/Information

- | | | |
|---------------|--|---|
| XII. | CMAQ/RSTP Reallocation Request | Ms. Dominguez, Chair, JACC |
| | <ul style="list-style-type: none"> • No verbal report. | |
| XIII. | Finance Committee Report | Chairman York, Chair, Finance Committee |
| | <ul style="list-style-type: none"> • No verbal report. | |
| XIV. | Monthly Revenue Report | Mr. Longhi, CFO |
| | <ul style="list-style-type: none"> • No verbal report. | |
| XV. | Operating Budget Report | Mr. Longhi, CFO |
| | <ul style="list-style-type: none"> • No verbal report. | |
| XVI. | Executive Director's Report | Ms. Backmon, Executive Director |
| | <ul style="list-style-type: none"> • Ms. Backmon reminded the Authority of the upcoming Ground-breaking and noted that the invitation is in the Authority packet. She noted: <ul style="list-style-type: none"> ✓ It is on Monday, May 11 at 1:30pm at the Innovation Avenue Bridge. ✓ This speaks to the Authority being a major player in making transportation investments. | |
| XVII. | Chairman's Comments | |
| XVIII. | Adjournment | |
| | <ul style="list-style-type: none"> • <u>Meeting adjourned at 7:32pm.</u> | |

Regional Bus Staging, Layover, and Parking Location Study

Briefing to the
Northern Virginia Transportation Authority
May 28th, 2015

Rich Roisman

Manager, Planning Data Programs | Department of Transportation Planning

Metropolitan Washington Council of Governments

National Capital Region Transportation Planning Board



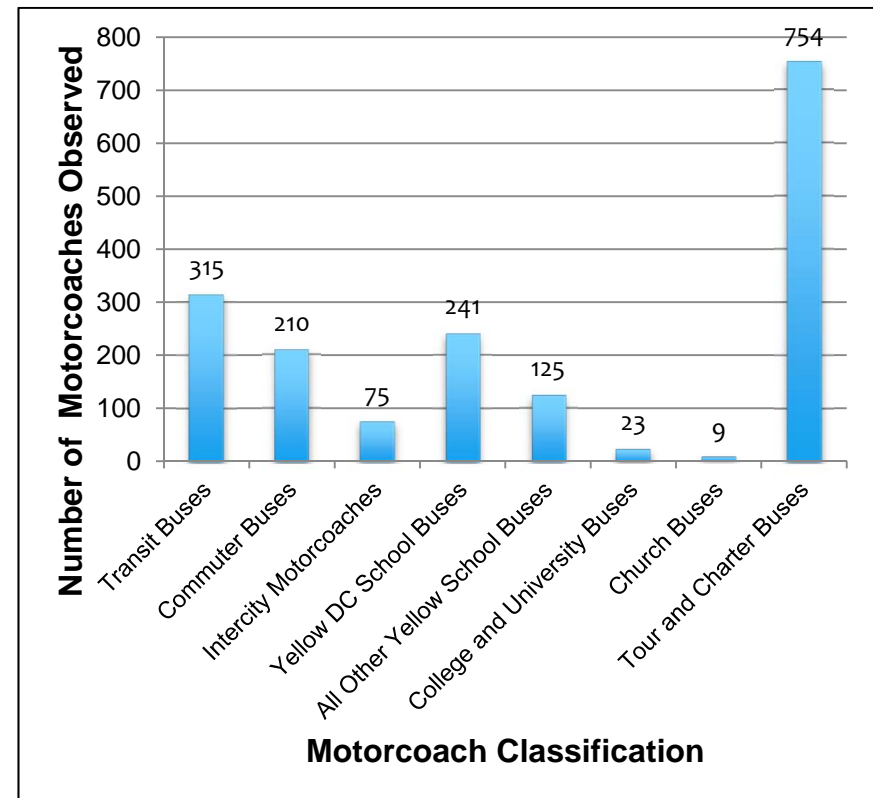
Planning Study Overview

- Develop recommendations for regional bus/motorcoach staging, layover and parking within the core areas of D.C. and Arlington
 - Analyze existing conditions and future demand
 - Screen potential bus facility locations and conduct a suitability analysis and evaluation
 - Develop a list of recommended sites for further investigation and advancement
- Key issues to address:
 - Commuter bus afternoon staging
 - Mid-day and long-term bus parking



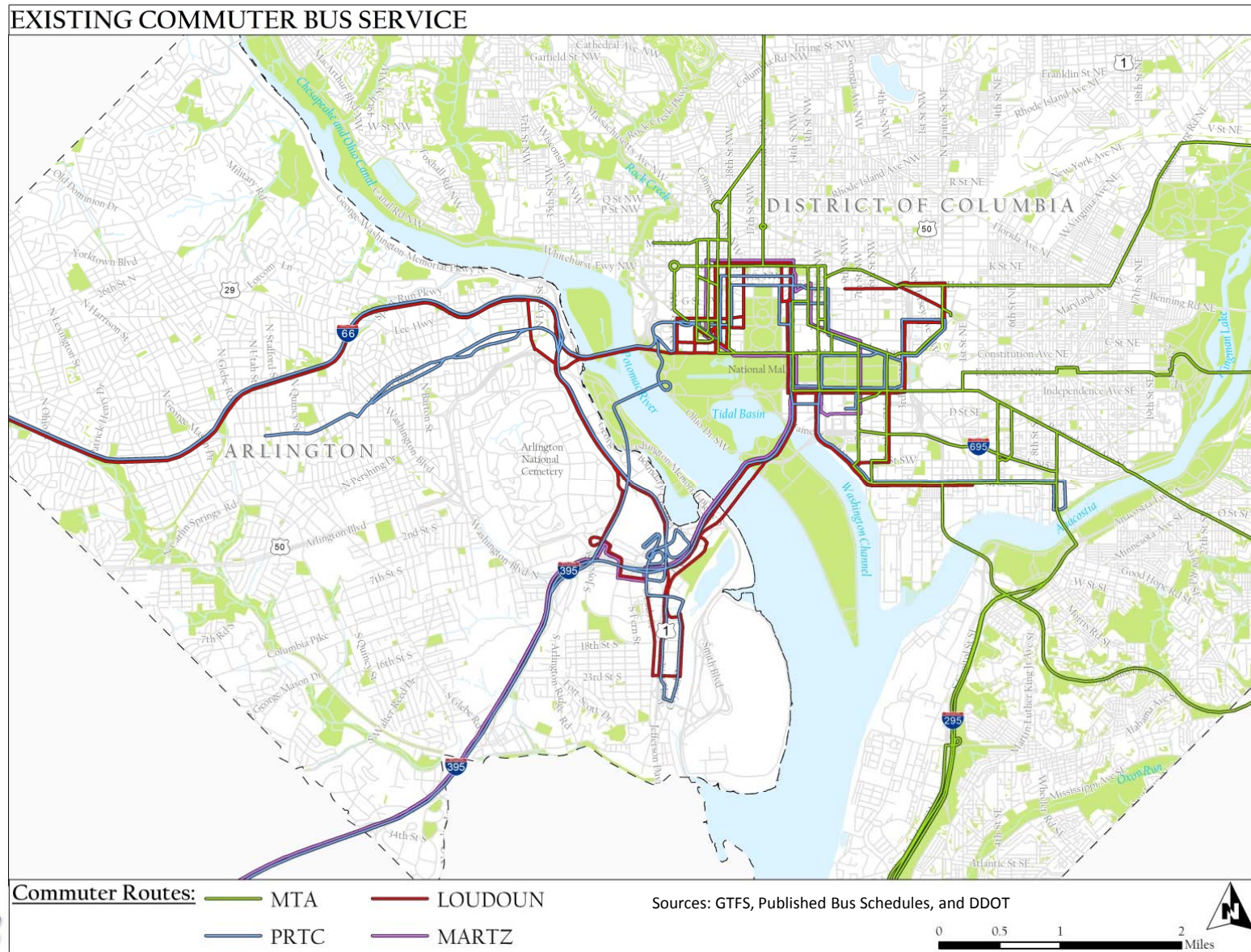
D.C. Motorcoach Counts

- 1,900 motorcoaches observed
 - Approximately 1,100 of the observed motorcoaches require parking
- The three key entry points with the highest volume of motorcoaches
 - Kenilworth Avenue (I-295) (305 motorcoaches),
 - Theodore Roosevelt Bridge (258 motorcoaches), and
 - 14th Street Bridge (245 motorcoaches)



Source: District of Columbia Motorcoach Volume Data, COG for DDOT (2012)

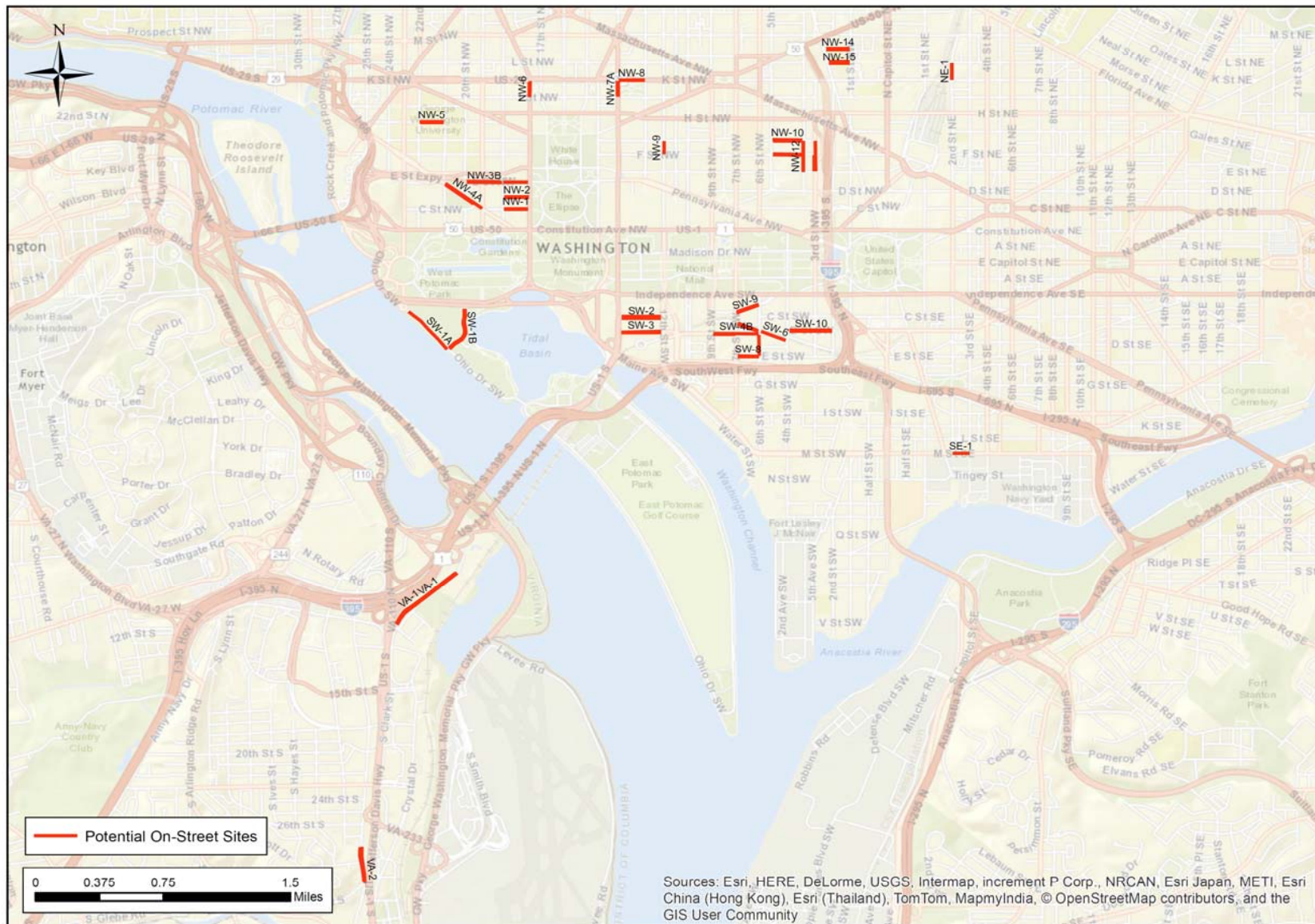
Existing Commuter Bus Routes



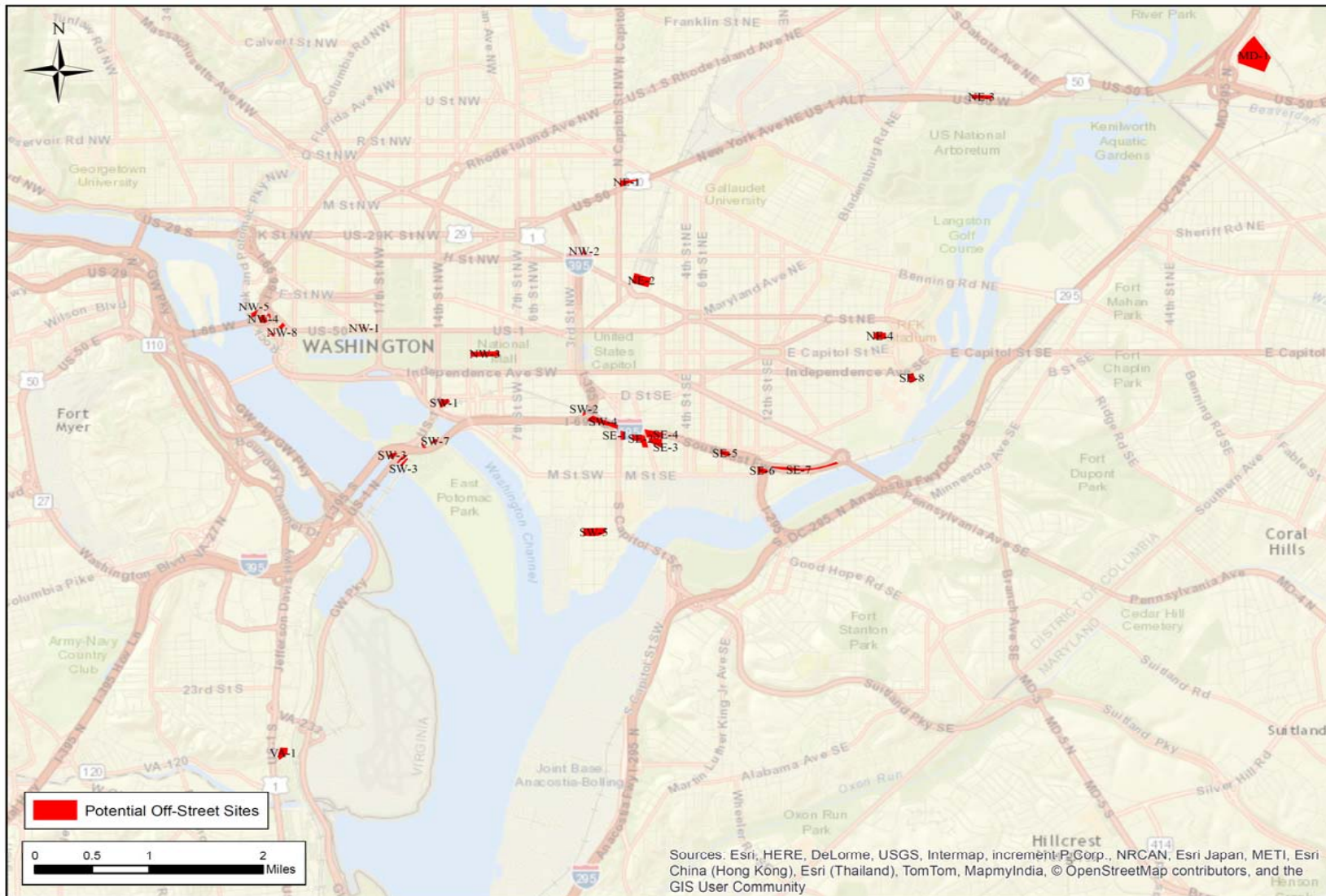
Tour/Charter Bus: Existing Parking



On-Street Sites Considered for Commuter Bus Staging



Off-Street Sites Considered for Mid-Day/Long-Term Parking



Implementation Options

On-Street

- Traditional Street Parking
- Parking in Tour Bus Zones
- Parking in Food Truck Zones
- Parking along National Park Service roadways

Off-Street

- Surface Parking
- Structured Parking
- Underground Parking
- National Park Service lots
- Lots owned by private individuals/companies

Potential Post-Study Actions

- On-Street Staging
 - Further investigation required on feasibility of shared use locations
 - Review and discussion with DDOT and NPS on the permit process and parking revenue impacts for on-street sites
 - Site approvals and potential agreement(s) on revenue subsidy
- Off-Street Parking
 - Detailed real estate scan of the most promising sites to review site ownership and development status
 - Further investigation of the financing and management options for advancing a central bus parking facility



Status Since Presentation of Final Report to TPB

- TPB received a briefing on the study findings on March 18
- Board expressed considerable interest in follow-up actions
- Directed staff to report back to the Board in May or June
- Staff reconvened study steering committee (with NPS) on May 11

Stakeholder Discussion on May 11

- What can be done and when, particularly with regard to on-street solutions?
- Who takes responsibility for post-study actions?
- How best to address issues raised by DC Councilmember Allen
 - Strong preference for off-street over on-street solutions
 - Specific site concerns
- What, if any, is the role of TPB staff going forward?

May 11 Meeting Outcomes

- Staff issue supplement to study report to address written comments received from DDOT and NPS following publication to TPB
- Group acknowledgement that TPB study was logical conclusion of planning activities
 - Consensus that DDOT and the commuter bus operators should work together to initiate a pre-implementation phase
- Coordination of NPS study outcomes best achieved through TPB Regional Public Transportation Subcommittee (RPTS)

Study Implications for NVRTA Activities

- Ability to receive additional bus service in regional core
- New bus services planned for I-66 corridor
- Potential increased demand for tour bus layover / parking in close-in NoVA jurisdictions as supply changes in District of Columbia

Questions?

Link to final report:

<http://www.mwcog.org/transportation/tpb/meetings/20150318/item13report.asp>



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 059-14-031-3-01 (Innovation Center Metrorail Station.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 059-14-031-3-01.
2. **Suggested motion.** *I move approval of the proposed Standard Project 059-14-031-3-01 (Innovation Center Metrorail Station), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
 - b. FY2014 PayGo and Financed funding was also approved on July 24, 2013 and is available for the project.
 - c. The attached SPA presented by Fairfax County is consistent with the project previously approved by the Authority.
 - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTA Project Number 059-14-031-3-01

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
County of Fairfax, Virginia

(Recipient Entity)**

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and _____ County of Fairfax, Virginia _____ ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, Fairfax County formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed Fairfax County's application for funding and has approved Fairfax County's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Fairfax County, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by Fairfax County to finance the Project;

WHEREAS, NVTa agrees that Fairfax County will design and/or construct the Project or perform such other specific work for the Project and Fairfax County agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Fairfax County's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and Fairfax County's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Fairfax County shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1:
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAFunds specified on Appendix B to pay any Project cost if the NVTAFunds Act does not permit such Project cost to be paid with NVTAFunds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAFunds will provide funding for such multiple phases (as set forth on Appendix B), NVTAFunds may not provide funding to Fairfax County to advance the Project to the next phase until the current phase is completed. In any circumstance where Fairfax County seeks to advance a Project to the next phase using NVTAFunds, Fairfax County shall submit a written request to NVTAFunds's Executive Director explaining the need for NVTAFunds's funding of an advanced phase. NVTAFunds's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAFunds's current and projected cash flow position and make a recommendation to NVTAFunds whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Fairfax County from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Fairfax County further recognizes that NVTA's reimbursement to Fairfax County for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Fairfax County shall provide all information required by NVTA 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.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify 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. If approved by NVTA, Fairfax County can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of Fairfax County.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Fairfax County understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. Fairfax County shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Fairfax County's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should Fairfax County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Fairfax County shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Fairfax County's governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern Fairfax County and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern Fairfax County; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Fairfax County misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Fairfax County's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Fairfax County for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Fairfax County may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement Fairfax County so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Fairfax County will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Fairfax County.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Fairfax County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Fairfax County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Fairfax County is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Fairfax County is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Fairfax County will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Fairfax County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Fairfax County the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ Fairfax County _____ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all _____ Fairfax County _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ Fairfax County _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify _____ Fairfax County _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of _____ Fairfax County _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ Fairfax County _____'s supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ Fairfax County _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that _____ Fairfax County _____ has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise _____ Fairfax County _____'s designated representative in writing. _____ Fairfax County _____ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review _____ Fairfax County _____'s response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that _____ Fairfax County _____ has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from _____ Fairfax County _____ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by _____ Fairfax County _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Fairfax County to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Fairfax County may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Fairfax County to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, Fairfax County shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from Fairfax County's material breach of this Agreement. If so terminated, Fairfax County shall refund to NVTA all funds NVTA provided to Fairfax County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Fairfax County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Fairfax County may

request that NVTA excuse _____ Fairfax County _____ from refunding all funds NVTA provided to _____ Fairfax County _____ for the Project based upon _____ Fairfax County _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ Fairfax County _____ from refunding all or a portion of the funds NVTA provided to _____ Fairfax County _____ for the Project. No such request to be excused from refunding will be allowed where _____ Fairfax County _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ Fairfax County _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and _____ Fairfax County _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____ Fairfax County _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ Fairfax County _____ agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that Fairfax County fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Fairfax County shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Fairfax County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Fairfax County by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Fairfax County.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to Fairfax County, to the attention of Tom Biesiadny
4050 Legato Road, Suite 400
Fairfax, VA 22033 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Fairfax County _____ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ County of Fairfax, Virginia _____ (Name of Recipient Entity)

By: Edmund L. Long Jr. by RATA

Date: 5-20-15

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVTA Project Title: Innovation Center Metrorail Station

Recipient Entity: Fairfax County

Recipient Entity/Project Manager Contact Information: Mark Canale, (703) 877-5688,
mark.canale@fairfaxcounty.gov

NVTA Program Coordinator Contact information:

Project Scope
Innovation Center Metrorail Station. Design, Right of Way (ROW), and Construction of the Silver Line Phase 2 Innovation Center Metro Station. This will be a multimodal facility which includes bus bays, bicycle parking, kiss-and-ride, and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road, all in accordance with the approved project plans and environmental approvals. \$41,000,000 funded by NVTA.

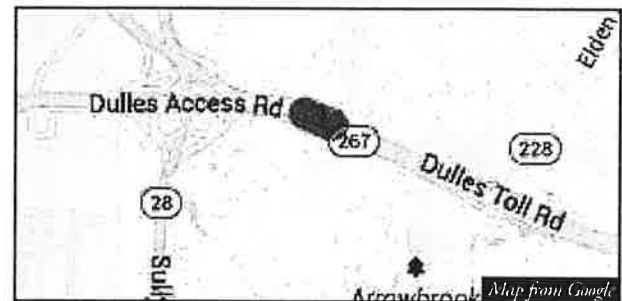
Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



Project Description Form — 1D

Basic Project Information

1. **Submitting Agency:**
Fairfax County
2. **Project Title:** Innovation Center
Metrorail Station
3. **Project Type:**
☐ Roadway ☒ Multimodal ☒ Transit
4. **Project Description/Scope:** Design, Right of Way (ROW), and Construction of the Silver Line Phase II Innovation Center Metrorail Station.
5. **Route (if applicable)/Corridor:**
Route 267 / Corridor 1
6. **Total Project Cost:** \$89,000,000
7. **Total Funds Required:** \$41,000,000
8. **Phase/s of Project Covered by Funding:** Design, ROW, and construction of the Silver Line Phase II Innovation Center Metrorail Station. This will be a multimodal facility which includes bus bays, bicycle parking, kiss-and-ride, and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road, all in accordance with the approved project plans and environmental approvals. Design/Build project delivery.



9. **Project Milestones (by phase, include all phases):**
 - Design Start: FY 2014 Construction
 - Complete: Summer 2018
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**
Yes. CLRP, ID# 1981
12. **Leverages Sources:**
 - ☒ Local ☐ State ☐ Federal
 - ☐ Other (please explain)
Design and ROW funded with \$28,000,000 in toll revenues and local county funding

PROJECT ANALYSIS

Tier I ☒ Pass ☐ Fail

Tier II 6 out of 8 points

Tier III Congestion Reduction Relative to Cost:

Plan ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

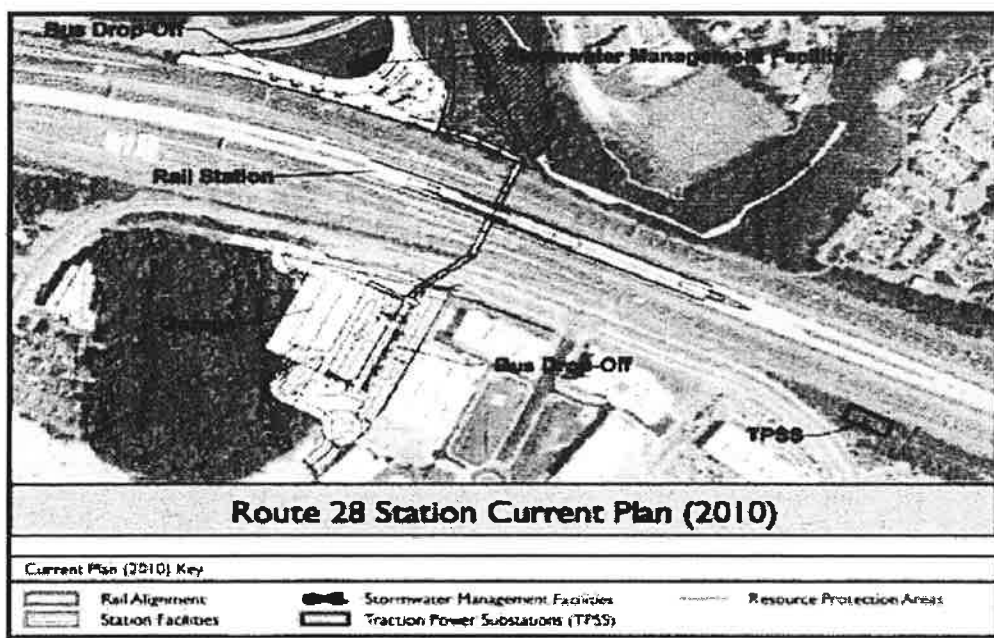
Stated Benefits

- 1. What regional benefit/s does this project offer?** The Innovation Center Metrorail Station supports the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This will be a multimodal facility which includes bus bays, bicycle parking, kiss-and-ride, and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.

This location provides rail and bus travel options throughout the Washington DC metropolitan region, including two states and the District of Columbia.
- 2. How does the project reduce congestion?** The project removes single-occupant vehicle (SOV) trips from the highly congested roadways, provides a connection to air, rail and bus travel modes, as well as promotes carpooling.
- 3. How does the project increase capacity?** (*Mass transit projects only*) The project will provide a Metrorail station with access to rail, bus, and air transportation, which will remove SOV trips from roadways and encourage mass transit travel options.
- 4. How does the project improve auto and pedestrian safety?** By reducing congestion on the roadways, the project will increase safety for both vehicles and pedestrians by reducing vehicle conflicts.
- 5. List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) Fairfax County has committed to fund outside Dulles Rail Phase II. This project is in conformance with the transportation element of the Fairfax County Transportation Comprehensive Plan.

Fairfax County Comprehensive Plan: <http://www.fairfaxcounty.gov/dpz/comprehensiveplan/>

6. Project Picture/Illustratives



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Innovation Center Metrorail Station
Recipient Entity: Fairfax County
Project Contact Information: Mark Canale, (703)877-5688, mark.canale@fairfaxcounty.gov

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 5,980,000	\$ 4,000,000	\$ -	**	\$ 1,680,000	\$ 300,000
Engineering	\$ -					
Environmental Work	\$ -					
Right-of-Way Acquisition	\$ 18,020,000			**	\$ 15,120,000	\$ 2,900,000
Construction	\$ 65,000,000	\$ 16,000,000	\$ 21,000,000	*	\$ 28,000,000	
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 89,000,000	\$ 20,000,000	\$ 21,000,000		\$ 44,800,000	\$ 3,200,000

*Includes NVTA FY2015-16 Funding - \$28M

**Fairfax - \$16.1%; Loudoun - 4.8%; MWAA - 4.1%; Toll Road - 75% (Per July 2007 Funding Agreement)

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work		\$ 200,000		\$ 2,290,000		\$ 1,010,000		\$ 500,000		
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	\$ -			\$ 5,450,000		\$ 8,850,000	\$ 20,000,000	\$ 2,700,000		
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ 200,000	\$ -	\$ 7,740,000	\$ -	\$ 9,860,000	\$ 20,000,000	\$ 3,200,000	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ -	\$ 1,935,000	\$ -	\$ 2,465,000	\$ 5,000,000	\$ 800,000		
August										
September										
October			\$ -	\$ 1,935,000	\$ -	\$ 2,465,000	\$ 5,000,000	\$ 800,000		
November										
December										
January			\$ -	\$ 1,935,000	\$ -	\$ 2,465,000	\$ 5,000,000	\$ 800,000		
February										
March										
April			\$ -	\$ 1,935,000	\$ -	\$ 2,465,000	\$ 5,000,000	\$ 800,000		
May										
June	\$ -	\$ 200,000								
Total per Fiscal Year	\$ -	\$ 200,000	\$ -	\$ 7,740,000	\$ -	\$ 9,860,000	\$ 20,000,000	\$ 3,200,000	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature _____
Title _____
Date _____
Print name of person signing _____

TO BE
SIGNED
BEFORE
FINALIZATION

Northern Virginia Transportation Authority

Signature _____
NVTA Executive Director
Title _____
Date _____
Print name of person signing _____

APPENDIX D

TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, May 12, 2015, at which meeting a quorum was present and voting, the following resolution was adopted.

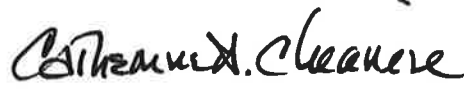
AGREEMENT EXECUTION RESOLUTION

WHEREAS, in accordance with Northern Virginia Transportation Authority project agreement procedures, it is necessary that a resolution be received from the local government authorizing execution of an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the County Executive or designee to execute, on behalf of the County of Fairfax, a Project Funding Agreement with the Northern Virginia Transportation Authority for funding of the Innovation Center Metrorail Station the County of Fairfax substantially in the form of the NVT A SPA presented to the Board by staff on May 12, 2015.

Adopted this 12th day of May 2015, Fairfax, Virginia

ATTEST:



Catherine A. Chianese
Clerk to the Board of Supervisors

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 996-14-034-1-09 (8-Car Train Traction Power Upgrades Located in Virginia.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 996-14-034-1-09.
2. **Suggested motion.** *I move approval of the proposed Standard Project 996-14-034-1-09 (8-Car Train Traction Power Upgrades Located in Virginia), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
 - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
 - c. The attached SPA presented by WMATA is consistent with the project previously approved by the Authority.
 - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTAs Project Number 996-14-034-1-09

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Washington Metropolitan Area Transit Authority (WMATA)
(Recipient Entity)

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20 15, as between the Northern Virginia Transportation Authority ("NVTA") and Washington Metropolitan Area Transit Authority (WMATA) ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, _____ WMATA _____ formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed _____ WMATA _____'s application for funding and has approved _____ WMATA _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ WMATA _____, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by _____ WMATA _____ to finance the Project;

WHEREAS, NVTa agrees that _____ WMATA _____ will design and/or construct the Project or perform such other specific work for the Project and _____ WMATA _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ WMATA _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and _____ WMATA _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

WMATA shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAFunds specified on Appendix B to pay any Project cost if the NVTAFunds Act does not permit such Project cost to be paid with NVTAFunds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAFunds will provide funding for such multiple phases (as set forth on Appendix B), NVTAFunds may not provide funding to WMATA to advance the Project to the next phase until the current phase is completed. In any circumstance where WMATA seeks to advance a Project to the next phase using NVTAFunds, WMATA shall submit a written request to NVTAFunds's Executive Director explaining the need for NVTAFunds's funding of an advanced phase. NVTAFunds's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAFunds's current and projected cash flow position and make a recommendation to NVTAFunds whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit WMATA from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, _____ WMATA _____ further recognizes that NVTA's reimbursement to _____ WMATA _____ for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. _____ WMATA _____ shall provide all information required by NVTA 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.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify 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. If approved by NVTA, _____ WMATA _____ can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of _____ WMATA _____.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. _____ WMATA _____ understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. _____ WMATA _____ shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____ WMATA _____'s Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should _____ WMATA _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ WMATA _____ shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by _____ WMATA _____s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern _____ WMATA _____ and provide copies of any such financial records to NVTa, free of charge, upon request.

13. 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, unless superseded by the laws that govern _____ WMATA _____; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that _____ WMATA _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all _____ WMATA _____'s contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ WMATA _____ for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that _____ WMATA _____ may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement _____ WMATA _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, _____ WMATA _____ will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____ WMATA _____.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ WMATA _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ WMATA _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ WMATA _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ WMATA _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that _____ WMATA _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that _____ WMATA _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to _____ WMATA _____ the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ WMATA _____ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all _____ WMATA _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ WMATA _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify _____ WMATA _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of _____ WMATA _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ WMATA _____'s supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ WMATA _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that _____ WMATA _____ has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise _____ WMATA _____'s designated representative in writing. _____ WMATA _____ will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review _____ WMATA _____'s response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that _____ WMATA _____ has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from _____ WMATA _____ of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by _____ WMATA _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ WMATA _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ WMATA _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ WMATA _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ WMATA _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____ WMATA _____'s material breach of this Agreement. If so terminated, _____ WMATA _____ shall refund to NVTA all funds NVTA provided to _____ WMATA _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ WMATA _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ WMATA _____ may

request that NVTa excuse _____ WMATA _____ from refunding all funds NVTa provided to _____ WMATA _____ for the Project based upon _____ WMATA _____'s substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse _____ WMATA _____ from refunding all or a portion of the funds NVTa provided to _____ WMATA _____ for the Project. No such request to be excused from refunding will be allowed where _____ WMATA _____ has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ WMATA _____ will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and _____ WMATA _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to _____ WMATA _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

_____ WMATA _____ agrees to 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 NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that _____ WMATA _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ WMATA _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ WMATA _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ WMATA _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____ WMATA _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.

2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031

2) to _____ WMATA _____, to the attention of General Manager/
600 Fifth Street, NW
Washington, DC 20001 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

WMATA
_____ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

Washington Metropolitan Area Transit Authority (WMATA) (Name of Recipient Entity)

By: _____

Date: _____

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Traction Power Upgrades on the Orange Line in Virginia

Recipient Entity: Washington Metropolitan Area Transit Authority (WMATA)

Recipient Entity/Project Manager Contact Information: Kelly Reahl, 202.309.9295

NVTA Program Coordinator Contact information: Keith Jasper

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet The overall WMATA scope includes six tie-breakers to support overall traction power upgrades on the Metrorail system. The NVTA portion will pay for two tie-breakers on the Orange Line at Greenwich and Prosperity Ave.

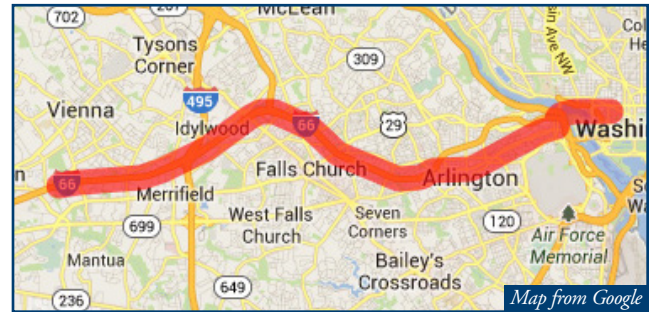
Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet No changes requested.



Project Description Form — 6B

Basic Project Information

1. **Submitting Agency:**
Washington Metropolitan Area Transit Authority (WMATA)
2. **Project Title:** Traction Power Upgrades on the Orange Line in Virginia
3. **Project Type:**
☐ Roadway ☐ Multimodal ☒ Transit
4. **Project Description/Scope:** WMATA's strategic plan includes a project to expand the Metrorail fleet to enable the operation of 100 percent eight-car trains. The eight-car train project includes not only the purchase of rolling stock and railyard expansion, but also associated traction power upgrades. This project will begin the process of upgrading traction power along the Orange Line in Virginia, a very busy Metrorail corridor.
5. **Route (if applicable)/Corridor:**
Other Corridor (Closest to Corridor 6, 8)
6. **Total Project Cost:** The TransAction 2040 estimate of the Virginia share for 100% 8-car trains is \$496 million based on 33.0% share of a rough estimate of \$1.5 billion for the region; as a component of WMATA's strategic plan, the cost and schedule are being updated.
7. **Total Funds Required:** \$5,000,000 for the initial portion of Orange Line power upgrades.



8. **Phase/s of Project Covered by Funding:** Design, Construction of initial portion of power upgrades.
9. **Project Milestones (by phase, include all phases):**
 - Design: FY 2014
 - Construction Start: FY 2014
 - Construction Complete: FY 2014

Future phases of the total project include additional work on the Orange Line, upgrades to traction power on all other lines, purchase of additional railcars, and expansion of railcar storage capacity, with the schedule to be determined.
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
 Technical Report Page # 4 – 42*
 *Project rated "High" for Reduce Roadway Congestion
11. **In CLRP, TIP or Air Quality Neutral?**
Not in CLRP and beneficial for air quality.
12. **Leverages Sources:**
☐ Local ☐ State ☐ Federal
☐ Other (please explain)

PROJECT ANALYSIS

Tier I ☒ Pass ☐ Fail

Tier II 6 out of 8 points

Tier III Congestion Reduction Relative to Cost:

Plan ☐ CLRP ☒ TA2040 only

Rating ☐ High ☐ Med ☒ Low

Stated Benefits

1. **What regional benefit/s does this project offer?** This project represents an initial step toward addressing traction power as part of the eight-car train project. Traction power on the Orange Line in Virginia represents the greatest need at this time. Region-wide, the operation of 100% eight-car trains would enable Metrorail to increase peak-hour capacity into the core by 35,000 persons, with the capacity increases most needed for the Virginia routes merging into the Rosslyn (Blue, Orange and Silver Lines) and L'Enfant Plaza (Yellow Line) stations.
2. **How does the project reduce congestion?** Without the Metrorail fleet expansion, the present congestion that's experienced only on the Orange Line (greater than 100 passengers per car (ppc) on average) will expand to all Virginia lines in the 2020s, with the Orange and Silver lines experiencing severe congestion (average greater than 120 ppc.) This fleet expansion will keep peak loadings on all lines near or below the 100 ppc for the 2025 timeframe.
3. **How does the project increase capacity?** (*Mass transit projects only*) The total project will increase overall peak-hour Metrorail capacity into the core by 35,000, including an increase of 10,000 passengers per hour (33 percent) from Virginia into the Foggy Bottom and L'Enfant Plaza stations in D.C.
4. **How does the project improve auto and pedestrian safety?** Reduced congestion on Metrorail will increase its attractiveness, resulting in a higher transit mode share and reduced vehicle-miles of auto travel (VMT). As a general rule, lower VMT results in fewer auto crashes, thereby improving safety.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)

WMATA's strategic plan includes a project to expand the Metrorail fleet to enable the operation of 100 percent eight-car trains. See: <http://www.wmata.com/momentum/>
6. **Project Picture/Illustratives** N/A

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Traction Power Upgrades on the Orange Line

Recipient Entity: WMATA

Project Contact Information: Kelly Reahl, 202.309.9295

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work		\$ -	\$ -		\$ -	\$ -
Engineering	\$ 1,801,353	\$ 513,191		DC and Maryland contributions	\$ 1,288,162	
Environmental Work						
Right-of-Way Acquisition	\$ 3,796,431	\$ 939,221		DC and Maryland contributions	\$ 2,857,210	
Construction	\$ 9,187,756	\$ 2,795,000		DC and Maryland contributions	\$ 6,392,756	
Contract Administration	\$ 2,950,472	\$ 731,273		DC and Maryland contributions	\$ 2,219,199	
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 17,736,011	\$ 4,978,685	\$ -		\$ 12,757,326	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering			\$ 513,191							
Environmental Work										
Right-of-Way Acquisition			\$ 939,221							
Construction			\$ 2,795,000							
Contract Administration			\$ 731,273							
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 4,978,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$103,705							
August			\$103,705							
September			\$103,705							
October			\$103,705							
November			\$103,705							
December			\$103,705							
January			\$726,076							
February			\$726,076							
March			\$726,076							
April			\$726,076							
May			\$726,076							
June			\$726,076							
Total per Fiscal Year	\$ -	\$ -	\$ 4,978,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature

Title

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

APPENDIX D

TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body’s authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity’s clerk’s minutes.

SUBJECT: POLICY REGARDING ACCEPTANCE OF NVTa FUNDING TO SATISFY
NORTHERN VIRGINIA LOCALITIES' CONTRIBUTIONS TO WMATA
CAPITAL PROGRAMS

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, The Northern Virginia Transportation Authority (NVTa) is authorized to fund certain transportation capital improvement projects within Northern Virginia's Planning District Eight; and

WHEREAS, The funding provided by NVTa is limited to certain uses; and

WHEREAS, Portions of the Washington Metropolitan Area Transit Authority's (WMATA) annual capital programs are qualified uses for NVTa funding; and

WHEREAS, Board Resolution 2014-08 establishes a policy on NVTa funding; and

WHEREAS, It is the intent of the Board of Directors to rescind Board Resolution 2014-08, in order to clarify its policy on the use of NVTa funds as described herein; and

WHEREAS, Board Resolution 2011-30 requires Board of Directors approval of applications for local grant funds and agreements with jurisdictional partners; and

WHEREAS, The NVTa requires an agency's governing body to authorize the execution of NVTa's Standard Project Agreement for Funding and Administration (SPA) prior to an agency's ability to draw on the approved funds; and

WHEREAS, The NVTa requires that WMATA fund projects in advance and seek reimbursement of costs from NVTa; and

WHEREAS, The NVTa requires that before NVTa provides funds for a project or system that is built or managed in concert with non-NVTa member jurisdictions, the non-member jurisdictions must pay or commit to pay their respective proportionate shares of the larger project or system costs; and

WHEREAS, WMATA's Capital Funding Agreement (CFA) and the associated annual work plan satisfies the foregoing NVTa requirement; and

WHEREAS, WMATA and its jurisdictional partners may amend, extend, or enter into additional or replacement CFAs, with associated annual work plans or similar plans providing annual jurisdictional funding commitments, that will satisfy the NVTA requirement for non-member jurisdictions to pay or commit to pay their respective proportionate shares of the larger project or system costs; and

WHEREAS, The WMATA capital program funds transit projects through the Virginia/Maryland/District of Columbia region served by WMATA; and

WHEREAS, The northern Virginia jurisdictions participating in WMATA's capital program require that, as a prerequisite to NVTA funds being provided for WMATA's capital program, the NVTA funds received for such programs must be counted towards their contributions to the capital program; and

WHEREAS, For each project proposed for funding, in whole or in part, by NVTA, the Board of Directors will be requested to authorize the General Manager and Chief Executive Officer to negotiate and execute a SPA covering the NVTA-approved project, at which time the manner in which the NVTA funds will be counted towards the Northern Virginia jurisdictions' contributions to WMATA's capital program will be detailed in the Board authorization and consistent with this resolution; now, therefore be it

RESOLVED, That Board Resolution 2014-08 is hereby rescinded in its entirety; and be it further

RESOLVED, That the Board of Directors hereby adopts as its policy that NVTA funds may be accepted to fund portions of its capital program, as set forth in associated annual work plans; and be it further

RESOLVED, That WMATA will fund approved NVTA projects in advance and seek reimbursement of costs from NVTA; and be it further

RESOLVED, That to the extent such NVTA funds are accepted, the NVTA funds received for such programs shall be counted towards the contributions of the Northern Virginia jurisdictions participating in WMATA's capital program; and be it further

RESOLVED, That for each project proposed for funding, in whole or in part, by NVTA, the Board of Directors will be requested to authorize the General Manager and Chief Executive Officer to negotiate and execute a SPA covering the NVTA-approved project, at which time the manner in which the NVTA funds will be counted towards the Northern Virginia jurisdictions' contributions to WMATA's capital program will be detailed in the Board authorization consistent with this resolution; and be it finally

RESOLVED, That this Resolution shall be effective 30 days after the passage by the Board of Directors in accordance with the §8(b) of the Compact.

Reviewed as to form and legal sufficiency,

A handwritten signature in black ink, appearing to read "Mark R. Pohl", is written over a horizontal line.

Mark R. Pohl
Acting General Counsel

WMATA File Structure Nos.:
4.3.2. Jurisdictional Funding Agreements

PROPOSED

SUBJECT: AUTHORIZATION TO SIGN NVTA STANDARD PROJECT AGREEMENT FOR
TRACTION POWER UPGRADES IN VIRGINIA

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, The Northern Virginia Transportation Authority (NVTA) is authorized to fund certain transportation capital improvement projects within Northern Virginia's Planning District Eight; and

WHEREAS, The funding provided by NVTA is limited to certain uses; and

WHEREAS, Portions of the Washington Metropolitan Area Transit Authority's (WMATA) annual capital programs are qualified uses for NVTA funding; and

WHEREAS, Board Resolution 2014-08 establishes a policy on NVTA funding and contributions to Metro 2025 projects; and

WHEREAS, Board Resolution 2011-30 requires Board of Directors approval of applications for local grant funds and agreements with jurisdictional partners; and

WHEREAS, The NVTA requires an agency's governing body to authorize the execution of NVTA's Standard Project Agreement for Funding and Administration (SPA) prior to an agency's ability to draw on the approved funds; and

WHEREAS, The NVTA requires that before NVTA provides funds for a project or system that is built or managed in concert with non-NVTA member jurisdictions, the non-member jurisdictions must pay or commit to pay their respective proportionate shares of the larger project or system cost; and

WHEREAS, WMATA's Capital Funding Agreement and the associated annual work plan satisfies the foregoing NVTA requirement; and

WHEREAS, The SPA addresses the need for a Memorandum of Agreement between WMATA and NVTA, set forth in Board of Directors' policy; and

WHEREAS, The SPA requires that WMATA fund projects in advance and seek reimbursement of costs from NVTA; and

WHEREAS, The NVTA staff has advised WMATA that a completed SPA, including a copy of a resolution formally adopted by WMATA, is required to be adopted by the NVTA on or before May 28, 2015, or the previously approved grant of \$5 million may be subject to reallocation by the NVTA; now, therefore be it

RESOLVED, That the Board of Directors authorizes the General Manager and Chief Executive Officer to negotiate and execute the SPA covering the NVTA-approved project for the traction power upgrades in Virginia attached as Attachment A; and be it further

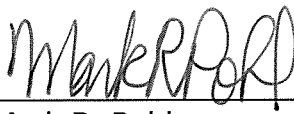
RESOLVED, That WMATA will fund approved NVTA projects in advance and seek reimbursement of costs from NVTA; and be it further

RESOLVED, That the Board of Directors acknowledges that, in accordance with NVTA Resolution No. 14-08 (adopted January 23, 2014), no NVTA funds will be released to WMATA for the funding of the traction power upgrades in Virginia until such time as the Board formally approves such projects as part of WMATA's Fiscal Year 2016 Annual Work Plan; and be it further

RESOLVED, That WMATA shall program the anticipated funding from NVTA for traction power upgrades in Virginia, as a portion of the Northern Virginia funding needed for the 8-car train program in FY2016, and to allocate that contribution amongst the Northern Virginia contributing jurisdictions under the existing allocation formula; and be it finally

RESOLVED, That in order to meet the submission deadline established by NVTA, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Mark R. Pohl
Acting General Counsel

WMATA File Structure Nos.:
4.3.2. Jurisdictional Funding Agreements

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 600-60471 (Jermantown/Route 50 Roadway Improvements.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 600-60471.
2. **Suggested motion.** *I move approval of the proposed Standard Project 600-60471 (Jermantown/Route 50 Roadway Improvements), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by the City of Fairfax is consistent with the project previously approved by the Authority.
 - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.
 - d. It is noted that the Project Title on the Project Description Form is incorrect. The correct title is 'Jermantown/Route 50 Roadway Improvements'.

Attachment: SPA for NVTAs Project Number 600-60471

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
The City of Fairfax

(Recipient Entity)**

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and _____
The City of Fairfax ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, The City of Fairfax formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed The City of Fairfax's application for funding and has approved The City of Fairfax's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by The City of Fairfax, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by The City of Fairfax to finance the Project;

WHEREAS, NVTa agrees that The City of Fairfax will design and/or construct the Project or perform such other specific work for the Project and The City of Fairfax agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the The City of Fairfax's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and The City of Fairfax's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

The City of Fairfax shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to The City of Fairfax to advance the Project to the next phase until the current phase is completed. In any circumstance where The City of Fairfax seeks to advance a Project to the next phase using NVTA funds, The City of Fairfax shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit The City of Fairfax from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, The City of Fairfax further recognizes that NVTa's reimbursement to The City of Fairfax for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. The City of Fairfax shall provide all information required by NVTa 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.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify 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. If approved by NVTa, The City of Fairfax can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of The City of Fairfax.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. The City of Fairfax understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. The City of Fairfax shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to The City of Fairfax 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should The City of Fairfax be required to provide matching funds in order to proceed or complete the funding necessary for the Project, The City of Fairfax shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by The City of Fairfax s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern The City of Fairfax; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that The City of Fairfax misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all The City of Fairfax's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of The City of Fairfax for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that The City of Fairfax may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement The City of Fairfax so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, The City of Fairfax will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern The City of Fairfax.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if The City of Fairfax expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that The City of Fairfax agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that The City of Fairfax is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if The City of Fairfax is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that The City of Fairfax will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that The City of Fairfax adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to The City of Fairfax the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by The City of Fairfax for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all The City of Fairfax 's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from The City of Fairfax . If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify The City of Fairfax in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of The City of Fairfax that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all The City of Fairfax's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of The City of Fairfax's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that The City of Fairfax has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise The City of Fairfax's designated representative in writing. The City of Fairfax will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review The City of Fairfax's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that The City of Fairfax has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from The City of Fairfax of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by The City of Fairfax. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to The City of Fairfax to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. The City of Fairfax may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by The City of Fairfax to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, The City of Fairfax shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from The City of Fairfax's material breach of this Agreement. If so terminated, The City of Fairfax shall refund to NVTA all funds NVTA provided to The City of Fairfax for the Project (including interest earned at the rate earned by NVTA). NVTA will provide The City of Fairfax with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, The City of Fairfax may

request that NVTA excuse The City of Fairfax from refunding all funds NVTA provided to The City of Fairfax for the Project based upon The City of Fairfax's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse The City of Fairfax from refunding all or a portion of the funds NVTA provided to The City of Fairfax for the Project. No such request to be excused from refunding will be allowed where The City of Fairfax has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, The City of Fairfax will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and The City of Fairfax's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to The City of Fairfax's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

The City of Fairfax agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that The City of Fairfax fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, The City of Fairfax shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If The City of Fairfax refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from The City of Fairfax by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to The City of Fairfax.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to The City of Fairfax, to the attention of Robert Sisson
10455 Armstrong Street
Fairfax, VA 22030 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

The City of Fairfax represents that it is not acting as a partner or agent of NVT A; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

The City of Fairfax (Name of Recipient Entity)

By:  _____

Date: — 5/14/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Jermantown Road Intersection Improvements

Recipient Entity: City of Fairfax

Recipient Entity/Project Manager Contact Information: Wendy Block Sanford (703) 385-7889

NVTA Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



FY 2015-16 PROJECT DESCRIPTION FORM (6J)

Basic Project Information

Submitting Agency: City of Fairfax

Project Title: Kamp Washington Intersection Improvements - Jermantown / Route 50 Roadway Improvements (6J)

Project Type (*check one*):

Roadway (☒) Transit (☐)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): Route 50 (Fairfax Boulevard) (NHS) Corridor 6

1. **Project Description:** This project includes the addition of a third westbound lane along Route 50 (Fairfax Boulevard) (NHS) from Bevan Drive to Jermantown Road; the widening of northbound Jermantown Road to allow for two through lanes adjacent to the left turn lane into the shopping center; geometric improvements to southbound Jermantown Road to provide a dual right turn lane, through lane, and left turn lane; and replacement of span-wire signals with mast arm signals at both the Route 50/Jermantown Road and Route 50/Bevan Drive intersections.
2. **Requested NVTA Funds:** \$1,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Construction
4. **Total Cost to Complete Project:** \$6,500,000
5. **Project Milestone -Study Phase:** Start of Study – N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - April 2010
7. **Project Milestones -Final Design:** Start of Final Design - January 2011
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - January 2013
9. **Project Milestone – Construction:** Start of Construction - March 2015
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (☒) No (☐)



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

12. Project in 2010 CLRP: N/A

13. Project Leverages other Funding: (please state amount)

- Local (X) \$5,700,000
- State (X) \$800,000
- Federal (..)
- Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**

Route 50 (Fairfax Boulevard) is a National Highway System Route within the City of Fairfax. This segment of Route 50 is a critical component of the regional transportation network, serving as a link between the City of Fairfax and Fairfax County and I-66. This project will enhance operations on both Route 50 and Jermantown Road by improving capacity for westbound traffic exiting the City and improving the Jermantown Road southbound intersection approach. The addition of an additional westbound lane on Route 50 between Bevan Drive and Jermantown Road will decrease PM peak period congestion for westbound Route 50. The additional southbound right turn lane on Jermantown Road will decrease PM peak period traffic congestion for southbound Jermantown Road. The geometric improvements on southbound Jermantown Road will improve mobility in the vicinity of the intersection with Route 50. This combination of improvements will allow for additional green-time at the intersection signal to be assigned to Route 50, which enhances regional mobility and improves operations on the NHS route.

- **How does the project reduce congestion?**

The Route 50 corridor is a component of the National Highway System. This critical transportation network link between the City of Fairfax and I-66 in the west is heavily congested in its current configuration. West of Jermantown Road, Route 50 provides three westbound through lanes to I-66. By providing a third westbound through lane between Bevan Drive and Jermantown Road, the project will increase westbound capacity and provide a consistent number of through lanes with the existing roadway to the west. Additionally, the improvements to Jermantown Road will allow the minor road approaches to operate at acceptable levels with less signal green time. This green time can be assigned to Route 50, further enhancing westbound throughput and reducing congestion in this area.

The City of Fairfax is currently administering two adjacent projects within the Route 50 corridor – the Jermantown Road/Route 50 Roadway Improvements and the Kamp Washington (Route 50/29/236 Roadway Improvements). These projects contribute individually to congestion relief on the National Highway System within the City of Fairfax, and combined they provide improvements to the regional network by enhancing safety and mobility, improving level of service, reducing traveler delay, and enhancing overall traffic operations.

- **How does project increase capacity? (Mass Transit Projects only)**

N/A



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

- How does project improve auto and pedestrian safety?

Vehicular safety at the Jermantown Road/Fairfax Boulevard intersection will be enhanced by the improvements to the lane configurations for the Jermantown Road approach to the intersection. The existing configuration includes substandard lane shifts and a drop lane into a shopping center in close proximity to the main intersection. Proposed improvements will eliminate the drop lane by providing a dedicated turn lane at this location and correcting substandard lane shifts in the proximity of the intersection. Pedestrian safety will be enhanced by the provision of standard pedestrian facilities (sidewalks) in compliance with ADA requirements throughout the project limits and improved pedestrian crossings with pedestrian signal phases at all signalized intersections.

- List internet links below to any additional information in support of this project:

<http://www.fairfaxva.gov/government/public-works/transportation-division/current-transportation-projects/jermantown-road-phase-ii-improvements>



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Jermantown Road
 Recipient Entity: City of Fairfax
 Project Contact Information: Wendy Block Sanford (703) 385-7889

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Engineering	\$ 285,000					\$ 285,000
Right-of-Way Acquisition	\$ 4,100,000					\$ 4,100,000
Construction	\$ 2,234,443	\$ 1,000,000		State RS	\$800,000	\$ 434,443
Inspection Services	\$ 305,696					\$ 305,696
Total Estimated Cost	\$ 6,925,139	\$ 1,000,000	\$ -	\$ -	\$800,000	\$ 5,125,139

\$ 6,925,139

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Engineering										
Right-of-Way Acquisition										
Construction			1,000,000							
Inspection Services										
Total Estimated Cost	-	-	1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August			\$ 250,000							
September			\$ 250,000							
October			\$ 250,000							
November			\$ 250,000							
December										
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature Robert Sisson
 Title City Manager
 Date 5/14/2015
 Print name of person signing Robert Sisson

Northern Virginia Transportation Authority

Signature _____
 NVTA Executive Director
 Title _____
 Date _____
 Print name of person signing _____

RESOLUTION NO. R-15-15

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE STANDARD
PROJECT AGREEMENTS WITH THE NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY (NVTA) FOR NVTA 70% FUNDING**

WHEREAS, In 2013, the General Assembly passed HB 2313, which created a designated funding source for transportation projects through the NVTA. Thirty percent of the funds are distributed back to the jurisdiction; the remaining 70 percent of funds are allocated to regional projects by the NVTA; and

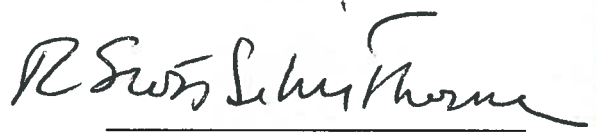
WHEREAS, On April 23, 2015, the NVTA adopted their FY 15/16 Two Year Program; and

WHEREAS, Four projects in the City of Fairfax were awarded funding; and

WHEREAS, The City must submit an executed Standard Project Agreement (SPA) to the NVTA for each project in order to obtain these funds. The SPA stipulates the terms and conditions of the project award; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fairfax, Virginia that the City Manager is hereby authorized to sign the Standard Project Agreements with the Northern Virginia Transportation Authority for the City's four projects awarded funding in the Authority's FY 15/16 Two Year Program.

Adopted: May 12, 2015



Mayor

ATTEST:



Deputy City Clerk

The vote on the motion to approve was recorded as follows:

VOTE:

Councilman DeMarco	Aye
Councilman Greenfield	Aye
Councilmember Loftus	Aye
Councilman Meyer	Aye
Councilmember Miller	Aye
Councilmember Schmidt	Aye

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 600-90671 (CUE 35-foot Transit Buses.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 600-90671.
2. **Suggested motion.** *I move approval of the proposed Standard Project 600-90671 (CUE 35-foot Transit Buses), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by the City of Fairfax is consistent with the project previously approved by the Authority.
 - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTAs Project Number 600-90671

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
The City of Fairfax

(Recipient Entity)**

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and _____
The City of Fairfax ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTB Fund and/or from NVTB Bond Proceeds, is located within a locality embraced by NVTB's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTB;

WHEREAS, The City of Fairfax formally requested that NVTB provide funding to the Project by timely submitting an application for NVTB funding in response to NVTB's call for projects;

WHEREAS, NVTB has reviewed The City of Fairfax's application for funding and has approved The City of Fairfax's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by The City of Fairfax, NVTB has determined that the Project complies with all requirements of the NVTB Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTB described in Appendix B have been duly authorized and directed by The City of Fairfax to finance the Project;

WHEREAS, NVTB agrees that The City of Fairfax will design and/or construct the Project or perform such other specific work for the Project and The City of Fairfax agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the The City of Fairfax's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTB's governing body and The City of Fairfax's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

The City of Fairfax shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to The City of Fairfax to advance the Project to the next phase until the current phase is completed. In any circumstance where The City of Fairfax seeks to advance a Project to the next phase using NVTA funds, The City of Fairfax shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit The City of Fairfax from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, The City of Fairfax further recognizes that NVTa's reimbursement to The City of Fairfax for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. The City of Fairfax shall provide all information required by NVTa 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.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify 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. If approved by NVTa, The City of Fairfax can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of The City of Fairfax.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. The City of Fairfax understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. The City of Fairfax shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to The City of Fairfax 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should The City of Fairfax be required to provide matching funds in order to proceed or complete the funding necessary for the Project, The City of Fairfax shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by The City of Fairfax s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern The City of Fairfax; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that The City of Fairfax misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all The City of Fairfax's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of The City of Fairfax for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that The City of Fairfax may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement The City of Fairfax so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, The City of Fairfax will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern The City of Fairfax.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if The City of Fairfax expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that The City of Fairfax agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that The City of Fairfax is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if The City of Fairfax is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that The City of Fairfax will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that The City of Fairfax adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to The City of Fairfax the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by The City of Fairfax for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all The City of Fairfax's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from The City of Fairfax. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify The City of Fairfax in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of The City of Fairfax that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all The City of Fairfax 's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of The City of Fairfax 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that The City of Fairfax has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise The City of Fairfax 's designated representative in writing. The City of Fairfax will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review The City of Fairfax 's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that The City of Fairfax has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from The City of Fairfax of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by The City of Fairfax. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to The City of Fairfax to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. The City of Fairfax may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by The City of Fairfax to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, The City of Fairfax shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from The City of Fairfax's material breach of this Agreement. If so terminated, The City of Fairfax shall refund to NVTA all funds NVTA provided to The City of Fairfax for the Project (including interest earned at the rate earned by NVTA). NVTA will provide The City of Fairfax with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, The City of Fairfax may

request that NVTA excuse _____ The City of Fairfax _____ from refunding all funds NVTA provided to _____ The City of Fairfax _____ for the Project based upon _____ The City of Fairfax _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ The City of Fairfax _____ from refunding all or a portion of the funds NVTA provided to _____ The City of Fairfax _____ for the Project. No such request to be excused from refunding will be allowed where _____ The City of Fairfax _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ The City of Fairfax _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and _____ The City of Fairfax _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____ The City of Fairfax _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ The City of Fairfax _____ agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that The City of Fairfax fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, The City of Fairfax shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If The City of Fairfax refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from The City of Fairfax by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to The City of Fairfax.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to The City of Fairfax, to the attention of Robert Sisson
10455 Armstrong Street
Fairfax, VA 22030 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

The City of Fairfax represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

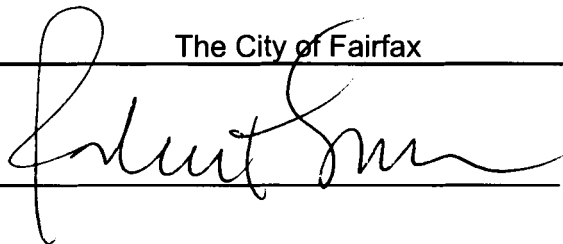
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

The City of Fairfax (Name of Recipient Entity)

By:  _____

Date: — 5/14/15

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: CUE Buses (larger size)

Recipient Entity: City of Fairfax

Recipient Entity/Project Manager Contact Information: Wendy Block Sanford (703) 385-7889

NVTA Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



FY 2015-16 PROJECT DESCRIPTION FORM (9L)

Basic Project Information

Submitting Agency: City of Fairfax

Project Title: CUE 35-foot transit buses (larger size) 9L

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): 9- OTHER Citywide

1. **Project Description:** This project will replace six of the City's CUE transit buses with larger buses that can hold additional passengers. The existing CUE buses are 30 feet long and can hold 29 seated passengers and 45 standing passengers. The new buses will be 35 feet long and will hold 31 seated passengers and 51 standing. The purchase of these six new buses will provide the City with additional capacity for 12 seated passengers and 36 standing passengers. The City's recently completed CUE/Mason Transit Study projects an increase in CUE ridership based on population and housing forecasts. There are approximately 880,000 passenger trips on the CUE bus system each year. The City partners with George Mason University to provide efficient and low-cost transit service between the City of Fairfax, George Mason University and the Vienna Metrorail station.
2. **Requested NVTA Funds:** \$3,000,000
3. **Phase(s) of Project Covered by Requested NVTA Funds:** Vehicle Acquisition
4. **Total Cost to Complete Project:** \$3,000,000
5. **Project Milestone -Study Phase:** Start of Study – N/A
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE (month/year)
7. **Project Milestones -Final Design:** Start of Final Design (month / year)
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed (month/year)
9. **Project Milestone – Construction:** Start of Construction (month/year)
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction (month/year) August 2015 delivery



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

11. Is Project in Transaction 2040:

Yes () No (X)

12. Project in 2010 CLRP: Yes

13. Project Leverages other Funding: (please state amount)

- Local ()
- State ()
- Federal (..)
- Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**

The City of Fairfax CUE bus system was developed to relieve traffic congestion in the area and provide transit services with the City and between George Mason University and the Vienna Metrorail station. Ridership on the CUE system averaged approximately 880,000 trips per year over the past five years. Ridership on the CUE is forecasted to grow in future years.

By increasing the capacity of the buses by 12 seated and 36 standing passengers, CUE will be able to carry additional passengers and remove single occupancy vehicles from the roadway.

- **How does the project reduce congestion?**

By increasing the capacity of the City's fleet of buses by replacing existing buses with larger buses, CUE will be able to carry additional passengers and remove single occupancy vehicles from the roadway.

- **How does project increase capacity? (Mass Transit Projects only)**

This project proposes to replace six of the City's 12 buses with larger buses that can hold additional passengers. The City will replace six 30 foot buses that seat 29 passengers (45 standing) with 35 foot buses that can seat 31 passengers (51 standing). By increasing the capacity of the buses, CUE will be able to carry 12 additional seated and 36 standing passengers.

- **How does project improve auto and pedestrian safety?**

Adding capacity to the City's buses will remove single occupancy vehicles from the City's roadways thereby reducing congestion on the roadways and improving safety for both drivers and pedestrians.

- **List internet links below to any additional information in support of this project:**

Transit details for the City of Fairfax are included in the base transit network for the CLRP. For instance, the details for Fairfax City CUE are shown in the network development documentation associated with the 2010 CLRP on page 52 (Mode 6)
<http://www.mwcog.org/uploads/committee-documents/bl5YW1tf20100723121113.pdf>



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: CUE buses (larger size)
 Recipient Entity: City of Fairfax
 Project Contact Information: Wendy Block Sanford (703) 385-7889

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Bus Purchase	\$ 3,000,000	\$ 3,000,000				
Total Estimated Cost	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -		\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Bus Purchase			3,000,000							
Total Estimated Cost	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August			\$ 3,000,000							
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature
City Manager
 Title
5/14/2015
 Date
Robert Sisson
 Print name of person signing

Northern Virginia Transportation Authority

Signature
 NVTA Executive Director
 Title
 Date
 Print name of person signing

RESOLUTION NO. R-15-15

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE STANDARD
PROJECT AGREEMENTS WITH THE NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY (NVTA) FOR NVTA 70% FUNDING**

WHEREAS, In 2013, the General Assembly passed HB 2313, which created a designated funding source for transportation projects through the NVTA. Thirty percent of the funds are distributed back to the jurisdiction; the remaining 70 percent of funds are allocated to regional projects by the NVTA; and

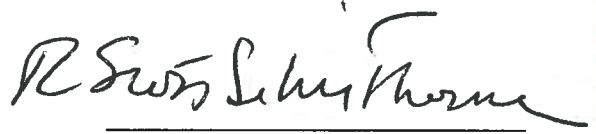
WHEREAS, On April 23, 2015, the NVTA adopted their FY 15/16 Two Year Program; and

WHEREAS, Four projects in the City of Fairfax were awarded funding; and

WHEREAS, The City must submit an executed Standard Project Agreement (SPA) to the NVTA for each project in order to obtain these funds. The SPA stipulates the terms and conditions of the project award; and

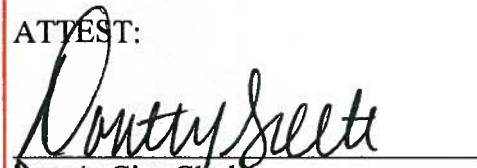
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fairfax, Virginia that the City Manager is hereby authorized to sign the Standard Project Agreements with the Northern Virginia Transportation Authority for the City's four projects awarded funding in the Authority's FY 15/16 Two Year Program.

Adopted: May 12, 2015



Mayor

ATTEST:



Deputy City Clerk

The vote on the motion to approve was recorded as follows:

VOTE:

Councilman DeMarco	Aye
Councilman Greenfield	Aye
Councilmember Loftus	Aye
Councilman Meyer	Aye
Councilmember Miller	Aye
Councilmember Schmidt	Aye

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 600-60411 (Northfax Intersection and Drainage Improvements at Route 29/50 and Route 123.)

- 1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 600-60411.
- 2. Suggested motion.** *I move approval of the proposed Standard Project 600-60411 (Northfax Intersection and drainage improvements at Route 29/50 and Route 123), in accordance with NVTA's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
- 3. Background.**
 - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by the City of Fairfax is consistent with the project previously approved by the Authority.
 - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTA Project Number 600-60411

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
The City of Fairfax

(Recipient Entity)**

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and _____
The City of Fairfax ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, The City of Fairfax formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed The City of Fairfax's application for funding and has approved The City of Fairfax's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by The City of Fairfax, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by The City of Fairfax to finance the Project;

WHEREAS, NVTA agrees that The City of Fairfax will design and/or construct the Project or perform such other specific work for the Project and The City of Fairfax agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the The City of Fairfax's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and The City of Fairfax's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

The City of Fairfax shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to
The City of Fairfax to advance the Project to the next phase until the current phase is completed. In any circumstance where The City of Fairfax seeks to advance a Project to the next phase using NVTA funds, The City of Fairfax shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit The City of Fairfax from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, The City of Fairfax further recognizes that NVTa's reimbursement to The City of Fairfax for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. The City of Fairfax shall provide all information required by NVTa 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.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify 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. If approved by NVTa, The City of Fairfax can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of The City of Fairfax.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. The City of Fairfax understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. The City of Fairfax shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to The City of Fairfax's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should The City of Fairfax be required to provide matching funds in order to proceed or complete the funding necessary for the Project, The City of Fairfax shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by The City of Fairfax's governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern The City of Fairfax; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that The City of Fairfax misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all The City of Fairfax's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of The City of Fairfax for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that The City of Fairfax may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement The City of Fairfax so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, The City of Fairfax will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern The City of Fairfax.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if The City of Fairfax expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that The City of Fairfax agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that The City of Fairfax is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if The City of Fairfax is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that The City of Fairfax will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that The City of Fairfax adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to The City of Fairfax the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by The City of Fairfax for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all The City of Fairfax's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from The City of Fairfax. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify The City of Fairfax in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of The City of Fairfax that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all The City of Fairfax's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of The City of Fairfax's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that The City of Fairfax has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise The City of Fairfax's designated representative in writing. The City of Fairfax will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review The City of Fairfax's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that The City of Fairfax has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from The City of Fairfax of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by The City of Fairfax. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to The City of Fairfax to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. The City of Fairfax may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by The City of Fairfax to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, The City of Fairfax shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from The City of Fairfax's material breach of this Agreement. If so terminated, The City of Fairfax shall refund to NVTAs all funds NVTAs provided to The City of Fairfax for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide The City of Fairfax with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, The City of Fairfax may

request that NVTA excuse The City of Fairfax from refunding all funds NVTA provided to The City of Fairfax for the Project based upon The City of Fairfax's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse The City of Fairfax from refunding all or a portion of the funds NVTA provided to The City of Fairfax for the Project. No such request to be excused from refunding will be allowed where The City of Fairfax has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, The City of Fairfax will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and The City of Fairfax's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to The City of Fairfax's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

The City of Fairfax agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that The City of Fairfax fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, The City of Fairfax shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If The City of Fairfax refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from The City of Fairfax by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to The City of Fairfax.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to The City of Fairfax, to the attention of Robert Sisson
10455 Armstrong Street
Fairfax, VA 22030 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

The City of Fairfax represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

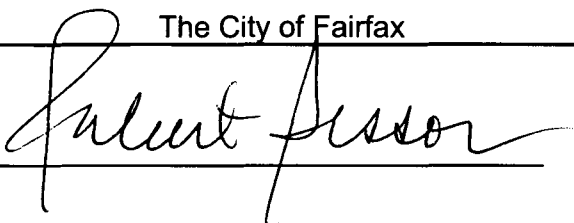
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

_____ The City of Fairfax (Name of Recipient Entity)

By:  _____

Date: — 5/14/15

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place

Recipient Entity: City of Fairfax

Recipient Entity/Project Manager Contact Information: Wendy Block Sanford (703) 385-7889

NVT A Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVT A Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVT A Project Description Sheet



FY 2015-16 PROJECT DESCRIPTION FORM (6I)

Basic Project Information

Submitting Agency: City of Fairfax

Project Title: Northfax - Intersection and Drainage Improvements at U.S. Route 29/50 and Route 123
6I

Project Type (*check one*):

Roadway (☒) Transit (☐)

VA State Route Number (if applicable) and NVTA Corridor Number (1-8): U.S. Route 50 (Fairfax Boulevard)/U.S. 29 (Lee Highway) (NHS) and VA 123 (Chain Bridge Road) (NHS). Corridor 6.

1. **Project Description:** The Route 29/50 at Route 123 intersection in the City of Fairfax is a critical component of the local and regional transportation network with two major National Highway System (NHS) roadways intersecting at this location. The existing intersection is heavily congested resulting in poor levels of service (LOS) and extended delays for vehicles approaching/leaving the intersection.

The project will provide geometric improvements on all legs of the intersection to improve traffic operations at the intersection and reduce delays experienced by travelers. These improvements include the extension of a 3rd northbound lane on Route 123 from Route 29/50 to Eaton Place, the addition of a dual left turn from southbound Route 123 to eastbound Route 29/50, the correction of substandard existing lane shifts within the project limits, the extension of turn lanes, and access management improvements where feasible. Additionally, the existing drainage system conveying the North Fork Accotink Creek through the project's limits (from Route 123 to Eaton Place along Route 29/50) is inadequate. There is frequent flooding of the roadways within the project's limits. The project will provide a new drainage system, including a major culvert. The project will provide a new drainage system, including a major culvert, to alleviate the flooding problems and adequately convey the 100-year storm event through the project's limits.

2. **Requested NVTA Funds:** \$10,000,000 (FY 16)
3. **Phase(s) of Project Covered by Requested NVTA Funds:** ROW, Construction
4. **Total Cost to Complete Project:** \$25,000,000
5. **Project Milestone -Study Phase:** Start of Study- N/A



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE (month/year) October 2011
7. **Project Milestones -Final Design:** Start of Final Design - July 2014
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - February 2015
9. **Project Milestone – Construction:** Start of Construction - March 2016
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (☒) No (☐)
12. **Project in 2010 CLRP:** ID# 1891
13. **Project Leverages other Funding:** (please state amount)
 - Local (☒)
 - State (☒)
 - Federal (☒)
 - Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**

This project will enhance the regional transportation network by reducing congestion and improving traffic operations at the intersection of two National Highway System routes (Route 123 and Route 29/50), which connects drivers to I-66. The drainage improvement component of the project will improve safety by eliminating existing hazardous flooding conditions to ensure that the NHS routes will remain in service during heavy storm events.

- **How does the project reduce congestion?**

The project incorporates several features that will reduce congestion and improve traffic operations at the intersection of Route 123 and Route 29/50. These features include the extension of a third northbound lane on Route 123 from Route 29/50 to Eaton Place; the addition of a dual left turn from southbound Route 123 to eastbound Route 29/50; the correction of substandard existing lane shifts within the project limits; the extension of turn lanes to improve turn lane capacity and operations; and access management improvements where feasible. This combination of improvements will improve the level of service (LOS) at the intersection, reduce traveler delays and improve mobility within the project limits and the surrounding area.

- **How does project increase capacity? (Mass Transit Projects only)**

N/A

- **How does project improve auto and pedestrian safety?**

Pedestrian safety will be enhanced through the provision of standard pedestrian facilities (sidewalks) in compliance with ADA requirements throughout the project limits and improved pedestrian crossings with pedestrian signal phases at all signalized intersections. Safety for drivers will be enhanced with the correction of existing substandard lane shifts within the project limits and the improvement of roadway and roadside features to meet current VDOT requirements. Additionally, the elimination of the existing flooding issues by the construction of an adequate drainage system will enhance safety for all users of the facilities.

- **List internet links below to any additional information in support of this project:**

<http://www.fairfaxva.gov/government/public-works/transportation-division/current-transportation-projects/route-29-50-fairfax-blvd-at-route-123-chain-bridge-road-intersection-drainage-improvements>

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place
 Recipient Entity: City of Fairfax
 Project Contact Information: Wendy Block Sanford (703) 385-7889

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Engineering	\$ 1,850,000			Federal	\$1,850,000	
Right-of-Way Acquisition	\$ 13,388,020			Federal	\$ 3,388,020	
				State	\$ 5,000,000	
				NVTA FY2014 regional revenues	\$ 5,000,000	
Construction	\$ 18,323,290	\$ 10,000,000		Federal	\$2,436,521	
				Federal	\$1,802,918	
				State	\$ 3,997,060	\$ 86,791
Total Estimated Cost	\$ 33,561,310	\$ 10,000,000	\$ -	\$ -	\$23,474,519	\$ 86,791

\$ 33,561,310

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Engineering										
Right-of-Way Acquisition										
Construction					5,000,000		5,000,000			
Inspection Services										
Total Estimated Cost	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 1,250,000		\$ 1,250,000			
October										
November										
December					\$ 1,250,000		\$ 1,250,000			
January										
February										
March					\$ 1,250,000		\$ 1,250,000			
April										
May										
June					\$ 1,250,000		\$ 1,250,000			
Total per Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature
 City Manager
 Title
 5/14/2015
 Date
 Robert Sisson
 Print name of person signing

Northern Virginia Transportation Authority

Signature
 NVTA Executive Director
 Title
 Date
 Print name of person signing

RESOLUTION NO. R-15-15

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE STANDARD PROJECT AGREEMENTS WITH THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) FOR NVTA 70% FUNDING

WHEREAS, In 2013, the General Assembly passed HB 2313, which created a designated funding source for transportation projects through the NVTA. Thirty percent of the funds are distributed back to the jurisdiction; the remaining 70 percent of funds are allocated to regional projects by the NVTA; and

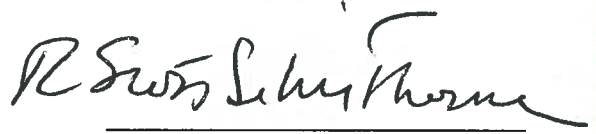
WHEREAS, On April 23, 2015, the NVTA adopted their FY 15/16 Two Year Program; and

WHEREAS, Four projects in the City of Fairfax were awarded funding; and

WHEREAS, The City must submit an executed Standard Project Agreement (SPA) to the NVTA for each project in order to obtain these funds. The SPA stipulates the terms and conditions of the project award; and

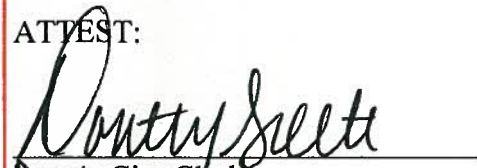
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fairfax, Virginia that the City Manager is hereby authorized to sign the Standard Project Agreements with the Northern Virginia Transportation Authority for the City's four projects awarded funding in the Authority's FY 15/16 Two Year Program.

Adopted: May 12, 2015



Mayor

ATTEST:



Deputy City Clerk

The vote on the motion to approve was recorded as follows:

VOTE:

Councilman DeMarco	Aye
Councilman Greenfield	Aye
Councilmember Loftus	Aye
Councilman Meyer	Aye
Councilmember Miller	Aye
Councilmember Schmidt	Aye

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 600-60391 (Kamp Washington Intersection Improvements.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 600-60391.
2. **Suggested motion.** *I move approval of the proposed Standard Project 600-60391 (Kamp Washington Intersection Improvements), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by the City of Fairfax is consistent with the project previously approved by the Authority.
 - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTa Project Number 600-60391

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
The City of Fairfax
(Recipient Entity)

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 2015, as between the Northern Virginia Transportation Authority ("NVTA") and
The City of Fairfax ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTAFund and/or from NVTABond Proceeds, is located within a locality embraced by NVTAs geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTAFund;

WHEREAS, _____ The City of Fairfax _____ formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

WHEREAS, NVTAFund has reviewed _____ The City of Fairfax _____s application for funding and has approved _____ The City of Fairfax _____s administration and performance of the Projects described scope of work;

WHEREAS, based on the information provided by _____ The City of Fairfax _____, NVTAFund has determined that the Project complies with all requirements of the NVTAFund Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTAFund described in Appendix B have been duly authorized and directed by _____ The City of Fairfax _____ to finance the Project;

WHEREAS, NVTAFund agrees that _____ The City of Fairfax _____ will design and/or construct the Project or perform such other specific work for the Project and _____ The City of Fairfax _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ The City of Fairfax _____s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTAs governing body and _____ The City of Fairfax _____s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entitys clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

The City of Fairfax shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to
The City of Fairfax to advance the Project to the next phase until the current phase is completed. In any circumstance where The City of Fairfax seeks to advance a Project to the next phase using NVTA funds, The City of Fairfax shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit The City of Fairfax from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, The City of Fairfax further recognizes that NVTa's reimbursement to The City of Fairfax for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. The City of Fairfax shall provide all information required by NVTa 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.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify 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. If approved by NVTa, The City of Fairfax can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of The City of Fairfax.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. The City of Fairfax understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. The City of Fairfax shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to The City of Fairfax 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should The City of Fairfax be required to provide matching funds in order to proceed or complete the funding necessary for the Project, The City of Fairfax shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by The City of Fairfax s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern The City of Fairfax; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that The City of Fairfax misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all The City of Fairfax's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of The City of Fairfax for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that The City of Fairfax may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement The City of Fairfax so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, The City of Fairfax will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern The City of Fairfax.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if The City of Fairfax expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that The City of Fairfax agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that The City of Fairfax is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if The City of Fairfax is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that The City of Fairfax will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that The City of Fairfax adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to The City of Fairfax the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by The City of Fairfax for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all The City of Fairfax's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from The City of Fairfax. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify The City of Fairfax in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of The City of Fairfax that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all The City of Fairfax 's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of The City of Fairfax 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that The City of Fairfax has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise The City of Fairfax 's designated representative in writing. The City of Fairfax will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review The City of Fairfax 's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that The City of Fairfax has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from The City of Fairfax of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by The City of Fairfax . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to The City of Fairfax to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. The City of Fairfax may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by The City of Fairfax to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, The City of Fairfax shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from The City of Fairfax's material breach of this Agreement. If so terminated, The City of Fairfax shall refund to NVTA all funds NVTA provided to The City of Fairfax for the Project (including interest earned at the rate earned by NVTA). NVTA will provide The City of Fairfax with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, The City of Fairfax may

request that NVTA excuse The City of Fairfax from refunding all funds NVTA provided to The City of Fairfax for the Project based upon The City of Fairfax's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse The City of Fairfax from refunding all or a portion of the funds NVTA provided to The City of Fairfax for the Project. No such request to be excused from refunding will be allowed where The City of Fairfax has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, The City of Fairfax will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and The City of Fairfax's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to The City of Fairfax's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

The City of Fairfax agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that The City of Fairfax fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, The City of Fairfax shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If The City of Fairfax refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from The City of Fairfax by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to The City of Fairfax.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to The City of Fairfax, to the attention of Robert Sisson
10455 Armstrong Street
Fairfax, VA 22030 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

The City of Fairfax represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

The City of Fairfax (Name of Recipient Entity)

By: *Fabrizio Sison*

Date: — 5/14/2015

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Kamp Washington Intersection Improvements

Recipient Entity: City of Fairfax

Recipient Entity/Project Manager Contact Information: Wendy Block Sanford (703) 385-7889

NVTA Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



FY 2015-16 PROJECT DESCRIPTION FORM (6H)

Basic Project Information

Submitting Agency: City of Fairfax

Project Title: Kamp Washington Intersection Improvements - Route 50 & Route 29 & Route 236 (6H)

Project Type (*check one*):

Roadway (☒) Transit (☐)

VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8): U.S. Route 50 (Fairfax Boulevard) (NHS), U.S. 29 (Lee Highway) (NHS) and VA 236 -(Kamp Washington Intersection) Corridor 6

1. **Project Description:** This project includes the following improvements: geometric improvements to eliminate the existing substandard lane shift between Route 50 and Route 236 through the intersection; signalization phasing improvements to optimize operations at the Kamp Washington intersection; construction of an additional southbound lane on U.S 29 from the Kamp Washington (50/29/236) intersection to the existing third southbound lane; extension of the westbound through lanes on VA 236 (Main Street) from Chestnut Street to Hallman Street; lengthening of turn lanes to provide additional storage for turning vehicles from Route 50 to Route 50/29 and Route 236 to Route 29; addition of new crosswalks, curb ramps, sidewalks and pedestrian signalization throughout the project limits; and replacement of span-wire signals with mast arm signals at the Route 29/Route 50/Route 236 intersection, the Route 29/commercial entrance, Route 236/Chestnut St. intersection, and the Route 236/Maple St. entrance.
2. **Requested NVT Authority Funds:** \$1,000,000
3. **Phase(s) of Project Covered by Requested NVT Authority Funds:** Construction
4. **Total Cost to Complete Project:** \$9,800,000
5. **Project Milestone -Study Phase:** Start of Study
6. **Project Milestone -Preliminary Engineering (30% Design):** Start of PE - July 2007
7. **Project Milestones -Final Design:** Start of Final Design - July 2010
8. **Project Milestones -Right-of-Way:** ROW acquisitions completed - April 2014



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

9. **Project Milestone – Construction:** Start of Construction - July 2015
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (☒) No (☐)
12. **Project in 2010 CLRP:** N/A
13. **Project Leverages other Funding:** (please state amount)
- Local (☒): \$48,317
 - State (☒): \$1,857,136
 - Federal (☒): \$7,150,400
 - Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**

The Kamp Washington intersection is a critical component of both the City of Fairfax transportation network and the Northern Virginia's regional transportation network. This intersection joins two National Highway System (NHS) Routes (Route 29 and Route 50) with Route 236, and serves as the link between downtown City of Fairfax and the Kamp Washington area. This intersection serves local residents and businesses, commuters and drivers seeking an alternative route to I-66 for eastbound and westbound travel.

The proposed improvements will benefit the region by reducing congestion, improving level of service (LOS), and reducing overall delay to users of the roadway. This will be accomplished by improving signal phasing & operation, increasing the capacity of the dual left turn lane from eastbound Fairfax Boulevard to northbound Fairfax Boulevard/Route 29, improving traffic flow along westbound Main Street, and adding capacity to southbound Route 29 with construction of a third lane. Additional improvements include improved intersection geometrics (elimination of horizontal shifts through the intersection along Fairfax Boulevard/Main Street) and improved pedestrian mobility throughout project limits.

- **How does the project reduce congestion?**

This project will reduce congestion by improving the signal phasing and operation of the Route 50/Route 29/VA236 intersection. The project will increase the capacity of the dual left turn lane from eastbound Route 50 (Fairfax Boulevard) to northbound Route 50/Route 29. It will also improve traffic flow along westbound Main Street by extending the Route 236 westbound through lanes and improving the intersection geometrics (elimination of horizontal shifts through the intersection along Route 50/Main Street). Also, the project will improve capacity on Route 29 by providing a third southbound lane south of the intersection.

The City of Fairfax is currently administering two adjacent projects within the Route 50 corridor – the Jermantown Road/Route 50 Roadway Improvements and this project - the Kamp Washington (Route 50/29/236 Roadway Improvements). Individually, each project provides congestion relief on the National Highway System within the City of Fairfax, and together the two projects provide complementary improvements to the regional transportation network by enhancing safety and mobility, improving level of service, reducing traveler delay, and enhancing overall traffic operations on the corridor.

- **How does project increase capacity? (Mass Transit Projects only)**

N/A

- How does project improve auto and pedestrian safety?

The project will improve safety for both drivers and pedestrians. Pedestrian safety will be enhanced by the provision of standard pedestrian facilities (sidewalks) in compliance with ADA requirements throughout the project limits and improved pedestrian crossings with pedestrian signal phases at all signalized intersections. Safety for drivers will be enhanced with the correction of the existing substandard lane shifts for Route 50 to Route 236 through the main intersection and the improvement of roadway and roadside features to meet current VDOT requirements.

- List internet links below to any additional information in support of this project:

<http://www.fairfaxva.gov/government/public-works/transportation-division/current-transportation-projects/kamp-washington-intersection-improvements>



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Kamp Washington
 Recipient Entity: City of Fairfax
 Project Contact Information: Wendy Block Sanford (703) 385-7889

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA Pay Go Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Engineering	\$ 1,020,000			Federal	\$1,020,000	
Right-of-Way Acquisition	\$ 3,774,222			Federal	\$ 3,774,222	
Construction	\$ 5,328,660	\$ 1,000,000		Federal	\$2,356,178	\$ 48,317
				State	\$1,857,636	\$ 66,529
Total Estimated Cost	\$ 10,122,882	\$ 1,000,000	\$ -	\$ -	\$9,008,036	\$ 114,846

\$ 10,122,882

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Engineering										
Right-of-Way Acquisition										
Construction			1,000,000							
Inspection Services										
Total Estimated Cost	-	-	1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December										
January			\$ 250,000.00							
February			\$ 250,000.00							
March			\$ 250,000.00							
April			\$ 250,000.00							
May										
June										
Total per Fiscal Year	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature Robert Sisson
 Title City Manager
 Date 5/14/2015
 Print name of person signing Robert Sisson

Northern Virginia Transportation Authority

Signature _____
 NVTA Executive Director
 Title _____
 Date _____
 Print name of person signing _____

RESOLUTION NO. R-15-15

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE STANDARD
PROJECT AGREEMENTS WITH THE NORTHERN VIRGINIA
TRANSPORTATION AUTHORITY (NVTA) FOR NVTA 70% FUNDING**

WHEREAS, In 2013, the General Assembly passed HB 2313, which created a designated funding source for transportation projects through the NVTA. Thirty percent of the funds are distributed back to the jurisdiction; the remaining 70 percent of funds are allocated to regional projects by the NVTA; and

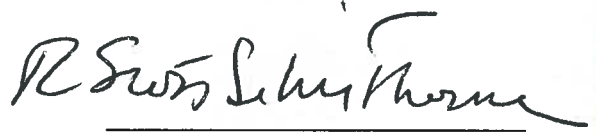
WHEREAS, On April 23, 2015, the NVTA adopted their FY 15/16 Two Year Program; and

WHEREAS, Four projects in the City of Fairfax were awarded funding; and

WHEREAS, The City must submit an executed Standard Project Agreement (SPA) to the NVTA for each project in order to obtain these funds. The SPA stipulates the terms and conditions of the project award; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fairfax, Virginia that the City Manager is hereby authorized to sign the Standard Project Agreements with the Northern Virginia Transportation Authority for the City's four projects awarded funding in the Authority's FY 15/16 Two Year Program.

Adopted: May 12, 2015



Mayor

ATTEST:



Deputy City Clerk

The vote on the motion to approve was recorded as follows:

VOTE:

Councilman DeMarco	Aye
Councilman Greenfield	Aye
Councilmember Loftus	Aye
Councilman Meyer	Aye
Councilmember Miller	Aye
Councilmember Schmidt	Aye

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 22, 2015

SUBJECT: Regional Funding Project 998-60591 (Western Bus Maintenance and Storage Facility.)

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 998-60591.
2. **Suggested motion.** *I move approval of the proposed Standard Project 998-60591 (Western Bus Maintenance and Storage Facility), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
 - a. The Authority previously approved this project for funding using FY 2015-16 70% regional revenues on April 23, 2015.
 - b. The attached SPA presented by the PRTC is consistent with the project previously approved by the Authority.
 - c. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

Attachment: SPA for NVTAs Project Number 998-60591

Coordination: Council of Counsels

**Standard Project Agreement for Funding and Administration
between**

Northern Virginia Transportation Authority

and

Potomac and Rappahannock Transportation Commission (PRTC)

(Recipient Entity)

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Potomac and Rappahannock Transportation Commission (PRTC ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, _____ PRTC _____ formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed _____ PRTC _____'s application for funding and has approved _____ PRTC _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ PRTC _____, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by _____ PRTC _____ to finance the Project;

WHEREAS, NVTa agrees that _____ PRTC _____ will design and/or construct the Project or perform such other specific work for the Project and _____ PRTC _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ PRTC _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and _____ PRTC _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

 PRTC shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to PRTC to advance the Project to the next phase until the current phase is completed. In any circumstance where PRTC seeks to advance a Project to the next phase using NVTA funds, PRTC shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit PRTC from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, _____ PRTC further recognizes that NVTA's reimbursement to _____ PRTC for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. _____ PRTC shall provide all information required by NVTA 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.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify 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. If approved by NVTA, _____ PRTC can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of _____ PRTC.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. _____ PRTC understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. _____ PRTC shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____ PRTC _____'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should _____ PRTC _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ PRTC _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ PRTC _____s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern _____ PRTC _____ and provide copies of any such financial records to NVTA, free of charge, upon request.

13. 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, unless superseded by the laws that govern _____ PRTC _____; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that _____ PRTC _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all _____ PRTC _____'s contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ PRTC _____ for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that _____ PRTC _____ may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement _____ PRTC _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, _____ PRTC _____ will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____ PRTC _____.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ PRTC _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ PRTC _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ PRTC _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ PRTC _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that _____ PRTC _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that _____ PRTC _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to _____ PRTC _____ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ PRTC _____ for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all _____ PRTC _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ PRTC _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify _____ PRTC _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of _____ PRTC _____ that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all _____ PRTC _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ PRTC _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that _____ PRTC _____ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise _____ PRTC _____'s designated representative in writing. _____ PRTC _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ PRTC _____'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that _____ PRTC _____ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from _____ PRTC _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ PRTC _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ PRTC _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ PRTC _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ PRTC _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ PRTC _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____ PRTC _____'s material breach of this Agreement. If so terminated, _____ PRTC _____ shall refund to NVTA all funds NVTA provided to _____ PRTC _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ PRTC _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ PRTC _____ may

request that NVTA excuse _____ PRTC _____ from refunding all funds NVTA provided to _____ PRTC _____ for the Project based upon _____ PRTC _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ PRTC _____ from refunding all or a portion of the funds NVTA provided to _____ PRTC _____ for the Project. No such request to be excused from refunding will be allowed where _____ PRTC _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ PRTC _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and _____ PRTC _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____ PRTC _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ PRTC _____ agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that _____ PRTC _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ PRTC _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ PRTC _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ PRTC _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____ PRTC _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to _____ PRTC _____, to the attention of _____ Eric Marx _____
14700 Potomac Mills Road
Woodbridge, Virginia 22192 _____ (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

_____ PRTC _____ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

Potomac and Rappahannock Transportation Commis (Name of Recipient Entity)

By: Angela B. King

Date: Mar 14, 2018

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: Western Bus Maintenance and Storage Facility

Recipient Entity: Potomac and Rappahannock Transportation Commission (PRTC)

Recipient Entity/Project Manager Contact Information: Betsy Massie/703-580-6113/
bmassie@omniride.com

NVT A Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVT A Project Description Sheet

Detailed Scope of Services
Only Complete if Different from the Approved NVT A Project Description Sheet



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (6M)

Basic Project Information

Submitting Agency: Potomac and Rappahannock Transportation Commission (PRTC)

Project Title: Western Bus Maintenance and Storage Facility (6M)

Project Type (*check one*):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVT Authority Corridor Number (1-8): Corridor 6 – I-66

1. **Project Description:** The funding requested will be used to fund construction of the Western Bus Maintenance and Storage Facility. The planned facility is essential to alleviate overcrowding at PRTC's Transit Center (which was designed to accommodate 100 buses, but is currently home to over 153 buses) and to permit service expansion as envisioned and adopted in PRTC's long range plan.
2. **Requested NVT Authority Funds:** (\$16.5 million)
3. **Phase(s) of Project Covered by Requested NVT Authority Funds:** NVT Authority funds are being requested to cover the cost of construction, which is the final phase in completion of the westerly facility. Construction is the final phase in completion of the Western Bus Maintenance and Storage Facility, which is expected to commence in FY 2016.
4. **Total Cost to Complete Project:** \$38,688,050
5. **Project Milestone -Study Phase:** Start of Study - N/A
6. **Project Milestone -Preliminary Engineering and NEPA (30% Design):** Start of PE - March 2011; NEPA Determination: July 2012; PE Complete: March 2013
7. **Project Milestones -Final Design:** Start of Final Design – February 2014
8. **Project Milestones -Right-of-Way:** ROW acquired – July 2013
9. **Project Milestone – Construction:** Start of Construction - Estimated October 2015
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()



12. Project in 2010 CLRP: N/A

13. Project Leverages other Funding: (please state amount)

- Local (\$.35 million)
- State (\$8.4 million)
- Federal (\$13.4 million)
- Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**
PRTC's bus service is an integral part of the region's transportation system, carrying approximately 3.2 million passengers a year. With the completion of the Western Bus Maintenance and Storage Facility, PRTC will be able to provide additional trips to meet the demand of future growth challenges in the region.
- **How does the project reduce congestion?**
PRTC has several OmniRide routes (Manassas Metro Direct, Linton Hall, Gainesville OmniRide, Manassas OmniRide, and Cross County Connector) and two OmniLink routes (Manassas and Manassas Park) that begin service on the western side of Prince William County and all of the buses for these service originate and return to the bus storage yard in Woodbridge at PRTC's Transit Center. When complete, the new westerly facility will expand PRTC's bus storage capacity and improve the on-time performance of buses serving western Prince William County and Manassas. This will reduce congestion and cut down on PRTC's "dead head" time where buses are driven across Prince William County with no passengers on board.
- **How does project increase capacity? (Mass Transit Projects only)**
The planned Western Bus Maintenance and Storage Facility will enable PRTC to increase the size of its bus fleet thus allowing for the expansion of services and the ability to carry more passengers.
- **How does project improve auto and pedestrian safety?**
The completed Western Bus Maintenance and Storage Facility will allow PRTC to increase the size of its fleet and carry more passengers. As more of the traveling public ride transit, they park their vehicles, which in turn reduce the number of cars on the road. The number of people and cars on the road is reduced and thus helps to improve auto and pedestrian safety.
- **List internet links below to any additional information in support of this project:**
N/A



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



APPENDIX B-PROJECT BUDGET & CASH FLOW

Estimated

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Western Bus Maintenance and Storage Facility
 Recipient Entity: Potomac and Rappahannock Transportation Commission
 Project Contact Information: Betsy Massie 703-580-6113 bmassie@omniride.com

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design/Engineering/NEPA	\$ 3,088,242.00	\$ -	\$ -	CMAQ/Earmarks/Str	\$ 3,088,242.00	\$ -
Right-of-Way Acquisition	\$ 4,791,935.00	\$ -	\$ -	CMAQ/State funds	\$ 4,791,935.00	
Construction/testing/Inspection/Oversight	\$ 30,807,873.00	\$ 16,500,000.00		CMAQ/DRPT	\$ 14,307,873.00	
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 38,688,050.00	\$ 16,500,000.00	\$ -	\$ -	\$ 22,188,050.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction/Testing/Inspections/Oversight			7,000,000.00		8,500,000.00		1,000,000.00			
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 7,000,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 3,000,000.00		\$ 1,000,000.00			
October			\$ 500,000.00							
November			\$ 500,000.00							
December			\$ 500,000.00		\$ 2,000,000.00					
January			\$ 500,000.00							
February			\$ 1,000,000.00							
March			\$ 1,000,000.00		\$ 2,000,000.00					
April			\$ 1,000,000.00							
May			\$ 1,000,000.00							
June			\$ 1,000,000.00		\$ 1,500,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 7,000,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

[Signature]
 Signature
 PRTC EXECUTIVE DIRECTOR

Title

Date

Date

Print name of person signing

Northern Virginia Transportation Authority

Signature
 NVTA Executive Director

Title

Date

Print name of person signing



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: CADDIGAN

**RESOLUTION NO. 15-05-11
OFFICIAL COMMISSION MEETING**

SECOND: LASCH

**RE: AUTHORIZE EXECUTION OF PROJECT AGREEMENTS BETWEEN THE
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTa) AND
THE POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
(PRTC)**

WHEREAS, the transportation funding bill enacted by the Virginia General Assembly (HB 2313) includes regional funding for road and transit projects chosen by the Northern Virginia Transportation Authority (NVTa); and

WHEREAS, on April 23, 2015, the NVTa adopted its FY2015-2016 two year program of highway and transit projects, which included \$16.5 million in funding for the construction of the planned Western Bus Maintenance and Storage Facility; and

WHEREAS, the NVTa has developed and approved a Standard Project Agreement for Funding and Administration that will be executed for each approved project.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the Executive Director (or the Interim Executive Director, depending on timing) to execute the project agreement and any other related forms for the Western Bus Maintenance and Storage Facility.

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 15-05-11
PAGE 2

VOTES:

AYES:

ANDERSON, CADDIGAN, HORSLEY, JENKINS,
LASCH, LAWSON, MAY, MILLER, PRINCIPI,
SELLERS, SKINNER, WAY, WREN

NAYS:

NONE

ABSTAIN:

NONE

ABSENT DURING VOTE:

NONE

MEMBERS PRESENT:

ANDERSON, CADDIGAN, JENKINS, LAWSON,
MAY, MILLER, PRINCPI, SKINNER, WAY
JONES, KELLY, MILDE, MITCHELL, NOHE,
PULLER, THOMAS, TRAMPE

MEMBERS ABSENT:

ALTERNATES PRESENT:

DURANY, HORSLEY, LASCH, SELLERS, WREN

ALTERNATES ABSENT:

AVENI, BARG, BOHMKE, LOVEJOY,
McLAUGHLIN, NADDONI, PITTARD, ROSS,
STEWART, WITHERS

****CERTIFIED COPY****

MAY 7, 2015




ALFRED H. HARF
EXECUTIVE DIRECTOR



14700 Potomac Mills Road
Woodbridge, VA 22192

May 7, 2015

TO: Chairman Jenkins and Commissioners

FROM: Alfred H. Harf 
Executive Director

RE: Authorize Execution of Project Agreement between the Northern Virginia Transportation Authority (NVTA) and the Potomac and Rappahannock Transportation Commission (PRTC) Providing Construction Funding for the Planned Westerly Bus Maintenance Facility ("the subject project")

Recommendation:

Authorize the Executive Director (or the Interim Executive Director, depending on timing) to execute project agreement for the Western Bus Maintenance and Storage Facility ("the subject project") that has been selected and approved for construction funding by the NVTA.

Background:

At its April 23, 2015 meeting, the NVTA adopted its FY 2015-2016 Two Year Program of highway and transit projects, which includes \$16.5 million in funding from the NVTA for the subject project. PRTC needs to execute the attached project agreement, which includes a project description and cash flow projections, as a prerequisite for receipt of the NVTA funding.

The \$16.5 million of NVTA funding, together with state capital funding that PRTC has sought in an FY 2016 application to the Virginia Department of Rail and Public Transportation (VDRPT), will fully fund the construction of the subject project. VDRPT's draft FY 2016 six year improvement program (SYIP) envisions all of the requested state funding being awarded over a two year period (i.e. FY 2016 and FY 2017), which dovetails with PRTC's planned progression of the construction project.

Fiscal Impact:

There is no fiscal impact.



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

FY 2015-16 PROJECT DESCRIPTION FORM (6M)

Basic Project Information

Submitting Agency: Potomac and Rappahannock Transportation Commission (PRTC)

Project Title: Western Bus Maintenance and Storage Facility (6M)

Project Type (check one):

Roadway () Transit (X)

VA State Route Number (if applicable) and NVTa Corridor Number (1-8): Corridor 6 – I-66

1. **Project Description:** The funding requested will be used to fund construction of the Western Bus Maintenance and Storage Facility. The planned facility is essential to alleviate overcrowding at PRTC's Transit Center (which was designed to accommodate 100 buses, but is currently home to over 153 buses) and to permit service expansion as envisioned and adopted in PRTC's long range plan.
2. **Requested NVTa Funds:** (\$16.5 million)
3. **Phase(s) of Project Covered by Requested NVTa Funds:** NVTa funds are being requested to cover the cost of construction, which is the final phase in completion of the westerly facility. Construction is the final phase in completion of the Western Bus Maintenance and Storage Facility, which is expected to commence in FY 2016.
4. **Total Cost to Complete Project:** \$38,688,050
5. **Project Milestone -Study Phase:** Start of Study - N/A
6. **Project Milestone -Preliminary Engineering and NEPA (30% Design):** Start of PE - March 2011; NEPA Determination: July 2012; PE Complete: March 2013
7. **Project Milestones -Final Design:** Start of Final Design – February 2014
8. **Project Milestones -Right-of-Way:** ROW acquired – July 2013
9. **Project Milestone – Construction:** Start of Construction - Estimated October 2015
10. **Project Milestone – Mass Transit Vehicle Acquisition:** Start of Construction - N/A
11. **Is Project in Transaction 2040:**
Yes (X) No ()



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

12. Project in 2010 CLRP: N/A

13. Project Leverages other Funding: (please state amount)

- Local (\$.35 million)
- State (\$8.4 million)
- Federal (\$13.4 million)
- Other:



Stated Benefits

- **What Regional benefit(s) does this project offer?**

PRTC's bus service is an integral part of the region's transportation system, carrying approximately 3.2 million passengers a year. With the completion of the Western Bus Maintenance and Storage Facility, PRTC will be able to provide additional trips to meet the demand of future growth challenges in the region.

- **How does the project reduce congestion?**

PRTC has several OmniRide routes (Manassas Metro Direct, Linton Hall, Gainesville OmniRide, Manassas OmniRide, and Cross County Connector) and two OmniLink routes (Manassas and Manassas Park) that begin service on the western side of Prince William County and all of the buses for these service originate and return to the bus storage yard in Woodbridge at PRTC's Transit Center. When complete, the new westerly facility will expand PRTC's bus storage capacity and improve the on-time performance of buses serving western Prince William County and Manassas. This will reduce congestion and cut down on PRTC's "dead head" time where buses are driven across Prince William County with no passengers on board.

- **How does project increase capacity? (Mass Transit Projects only)**

The planned Western Bus Maintenance and Storage Facility will enable PRTC to increase the size of its bus fleet thus allowing for the expansion of services and the ability to carry more passengers.

- **How does project improve auto and pedestrian safety?**

The completed Western Bus Maintenance and Storage Facility will allow PRTC to increase the size of its fleet and carry more passengers. As more of the traveling public ride transit, they park their vehicles, which in turn reduce the number of cars on the road. The number of people and cars on the road is reduced and thus helps to improve auto and pedestrian safety.

- **List internet links below to any additional information in support of this project:**

N/A



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia



**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Potomac and Rappahannock Transportation Commission (PRTC)
(Recipient Entity)**

NVTA Project Number: _____

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this _____ day of _____, 20__, as between the Northern Virginia Transportation Authority ("NVTA") and Potomac and Rappahannock Transportation Commission (PRTC ("Recipient Entity")).

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, _____ PRTC _____ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed _____ PRTC _____'s application for funding and has approved _____ PRTC _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ PRTC _____, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ PRTC _____ to finance the Project;

WHEREAS, NVTA agrees that _____ PRTC _____ will design and/or construct the Project or perform such other specific work for the Project and _____ PRTC _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ PRTC _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and _____ PRTC _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E.;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

 PRTC shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to PRTC to advance the Project to the next phase until the current phase is completed. In any circumstance where PRTC seeks to advance a Project to the next phase using NVTA funds, PRTC shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit PRTC from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, _____ PRTC further recognizes that NVTA's reimbursement to _____ PRTC for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. _____ PRTC shall provide all information required by NVTA 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.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify 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. If approved by NVTA, _____ PRTC can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of _____ PRTC.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. _____ PRTC understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. _____ PRTC shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____ PRTC _____'s Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should _____ PRTC _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ PRTC _____ shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by _____ PRTC _____s governing body or have been obtained through another, independent funding source;
12. 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 state or federal records retention laws or regulations, unless superseded by the laws that govern _____ PRTC _____ and provide copies of any such financial records to NVTa, free of charge, upon request.

13. 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, unless superseded by the laws that govern _____ PRTC _____; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that _____ PRTC _____ misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all _____ PRTC _____'s contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of _____ PRTC _____ for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that _____ PRTC _____ may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement _____ PRTC _____ so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, _____ PRTC _____ will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern _____ PRTC _____.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ PRTC _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ PRTC _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ PRTC _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ PRTC _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that _____ PRTC _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that _____ PRTC _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to _____ PRTC _____ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ PRTC _____ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTA's assigned Program Coordinator all _____ PRTC _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ PRTC _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify _____ PRTC _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of _____ PRTC _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ PRTC _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ PRTC _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that _____ PRTC _____ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise _____ PRTC _____'s designated representative in writing. _____ PRTC _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ PRTC _____'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that _____ PRTC _____ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from _____ PRTC _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ PRTC _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to _____ PRTC _____ to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. _____ PRTC _____ may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by _____ PRTC _____ to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, _____ PRTC _____ shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from _____ PRTC _____'s material breach of this Agreement. If so terminated, _____ PRTC _____ shall refund to NVTA all funds NVTA provided to _____ PRTC _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ PRTC _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ PRTC _____ may

request that NVTA excuse _____ PRTC _____ from refunding all funds NVTA provided to _____ PRTC _____ for the Project based upon _____ PRTC _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ PRTC _____ from refunding all or a portion of the funds NVTA provided to _____ PRTC _____ for the Project. No such request to be excused from refunding will be allowed where _____ PRTC _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ PRTC _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and _____ PRTC _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____ PRTC _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ PRTC _____ agrees to 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 NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that _____ PRTC _____ fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, _____ PRTC _____ shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If _____ PRTC _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ PRTC _____ by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to _____ PRTC _____.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to _____ PRTC _____, to the attention of _____ Eric Marx _____
14700 Potomac Mills Road
Woodbridge, Virginia 22192 _____ (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

_____ PRTC _____ represents that it is not acting as a partner or agent of NVT; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals 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 such recitals are true and correct.

N. 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.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

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 representatives.

Northern Virginia Transportation Authority

By: _____

Date: _____

Potomac and Rappahannock Transportation Commis (Name of Recipient Entity)

By: _____

Date: _____

APPENDIX B-PROJECT BUDGET & CASH FLOW

Estimated

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Western Bus Maintenance and Storage Facility
 Recipient Entity: Potomac and Rappahannock Transportation Commission
 Project Contact Information: Betsy Massie 703-580-6113 bmassie@omniride.com

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design/Engineering/NEPA	\$ 3,088,242.00	\$ -	\$ -	CMAQ/Earmarks/State	\$ 3,088,242.00	\$ -
Right-of-Way Acquisition	\$ 4,791,935.00	\$ -	\$ -	CMAQ/State funds	\$ 4,791,935.00	
Construction/Testing/Inspection/Oversight	\$ 30,807,873.00	\$ 16,500,000.00		CMAQ/DRPT	\$ 14,307,873.00	
Capital Asset Acquisitions	\$ -					
Other	\$ -					
Total Estimated Cost	\$ 38,688,050.00	\$ 16,500,000.00	\$ -	\$ -	\$ 22,188,050.00	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction/Testing/Inspection/Oversight			7,000,000.00		8,500,000.00		1,000,000.00			
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 7,000,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September					\$ 3,000,000.00		\$ 1,000,000.00			
October			\$ 500,000.00							
November			\$ 500,000.00							
December			\$ 500,000.00		\$ 2,000,000.00					
January			\$ 500,000.00							
February			\$ 1,000,000.00							
March			\$ 1,000,000.00		\$ 2,000,000.00					
April			\$ 1,000,000.00							
May			\$ 1,000,000.00							
June			\$ 1,000,000.00		\$ 1,500,000.00					
Total per Fiscal Year	\$ -	\$ -	\$ 7,000,000.00	\$ -	\$ 8,500,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature: [Signature]
 Title: EXECUTIVE DIRECTOR

Date: 1/30/15

Date: 1/30/15
 Print name of person signing: ALFRED HARRIS

Northern Virginia Transportation Authority

Signature: _____
 NVTA Executive Director
 Title: _____

Date: _____

Print name of person signing: _____

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
MEMORANDUM

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

SUBJECT: Appointment of New Member to the NVTA Technical Advisory Committee

DATE: May 22, 2015

1. **Purpose:** To seek Authority approval of Kathy Ichter as a member of the Technical Advisory Committee (TAC).
2. **Suggested Motion:** *I move approval of the appointment of Kathy Ichter as a member of the Technical Advisory Committee.*
3. **Background:** NVTA has a nine-person TAC, three of whom are appointed by the Secretary of Transportation and the remainder are appointed by the NVTA. There is a vacancy on the TAC due to the resignation of Chris Tacinelli, who served on the TAC since 2008. Mr. Tacinelli resigned from the TAC on September 3, 2014.
4. **Responsibilities:** The TAC shall be responsible for reviewing the development of major projects and potential funding strategies and providing recommendations to the NVTA. "Development of projects" shall be defined as: the identification of projects for the NVTA long range transportation plan and the NVTA Six Year Program, and the application of performance-based criteria to the projects identified. The TAC is a committee of individuals with multi-modal expertise and regional focus who reside or are employed in counties and cities embraced by the Authority and have experience in transportation planning, finance, engineering, construction or management. Upcoming activities for the TAC include input to the review of deliverables for the update to NVTA's long range transportation plan (TransAction), development of the FY2017 One Year Program and FY2018-23 Six Year Program, and review of results from HB 599 and HB 2 studies.
5. **Candidate Profile:** As the former Director of Transportation for Fairfax County Government, Ms. Ichter has a proven track record in the field of transportation planning, programming and funding. She meets the residency requirements for TAC membership and has committed to attend TAC meetings on a regular basis for a three-year term if appointed.

6. **Review:** Ms. Ichter's bio was discussed by the Jurisdiction and Agency Coordinating Committee (JACC) at its meeting on May 14, 2015. No objections were made regarding her candidacy.

Coordination: Members, NVTJ Jurisdiction and Agency Coordination Committee

Attachment:

Kathy Ichter Biography

Kathy Ichter
Biography

XIII. ATTACHMENT

Kathy Ichter worked for the Fairfax County Department of Transportation (FCDOT) from 1984 until her retirement in 2011. Ms. Ichter served as Director of Transportation from 2005-2011. As director, she led and managed FCDOT activities including:

- Implementation of the Board of Supervisors' Four-Year Transportation Plan.
- Operation of the county's Fairfax Connector bus service.
- Development of funding strategies to support transportation projects, programs and services within Fairfax County.
- Preparation of county and state capital improvement programs.
- Update and maintenance of the transportation element of the Comprehensive Plan.
- Review and analysis of the impacts of development on the county's transportation infrastructure and systems.
- Oversight of financial, operational and service issues associated with the Virginia Railway Express and the Washington Metropolitan Area Transit Authority Metrobus and Metrorail systems within Fairfax County.
- Administration and development of Transportation Demand Management programs, such as ridesharing and teleworking, as well as transportation programs for special needs populations and users groups such as the elderly, the disabled and pedestrians.
- Design review and coordination of multi-modal transportation projects.
- Development and administration of residential parking and traffic management and operations programs including the county's traffic calming, cut-through traffic, Community Parking District and Residential Permit Parking District programs.
- Development and administration of the Fairfax County Pedestrian Program to coordinate and improve policies and programs for pedestrians, including constructing pedestrian improvements in high-priority areas.

Prior to serving as Director, Ms. Ichter was Division Chief of the FCDOT Transportation Planning and Operations Division. She was responsible for managing the update and maintenance of the transportation element of the Fairfax County Comprehensive Plan; review of rezoning and special exceptions applications for transportation impacts; development and maintenance of the agency's transportation databases and analysis of that data; transportation planning and traffic engineering aspects of multi-modal transportation project designs; and coordinating traffic operational activities with the Virginia Department of Transportation.

Prior to joining the Fairfax County Department of Transportation, Ms. Ichter worked for the Maryland-National Capital Park and Planning Commission in the Transportation Planning Division; the U.S. Department of Transportation's National Highway Traffic Safety Administration, Office of Program Evaluation; and as a research trainee at VDOT's Virginia Transportation Research Council.

Ms. Ichter holds a bachelor's degree in civil engineering from the University of Virginia's School of Engineering and Applied Science. She received the A. Heath Onthank Award, the highest honor awarded by Fairfax County to its employees, in 2005, as well as the Les Dorson Public Leadership Award in 2004.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY M E M O R A N D U M

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

SUBJECT: Appointment of New Member to the NVTA Council of Counsels

DATE: May 26, 2015

1. **Purpose:** To seek Authority approval of Robert Dickerson as a member of the NVTA Council of Counsels.
2. **Suggested Motion:** *I move approval of the appointment of Robert Dickerson as a member of the NVTA Council of Counsels.*
3. **Background:** The Council of Counsels was established by the Authority on July 12, 2007 through Resolution 07-08. Angela Horan has resigned as the Prince William County Attorney and from the NVTA Council of Counsels due to her appointment to the 31st Judicial Circuit General District Court bench. The Prince William Board of County Supervisors has appointed Robert Dickerson as a member of the NVTA Council of Counsels, effective June 12, 2015 in Resolution 15-349.
4. **Responsibilities:** The Council of Counsels provides legal counsel and advice, legal support, and legal services and representation to the NVTA. The Council of Counsels shall neither be employed nor compensated by the NVTA and shall remain employees of their respective member jurisdictions.

Attachment:
Prince William Board of County Supervisors Resolution 15-349

XIV. ATTACHMENT

MOTION: NOHE

**May 12, 2015
Regular Meeting
Res. No. 15-349**

SECOND: JENKINS

RE: ACCEPT THE RESIGNATION OF ANGELA LEMMON HORAN AS A MEMBER OF THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY COUNCIL OF COUNSELS AND APPOINT ROBERT B. DICKERSON AS A MEMBER, EFFECTIVE JUNE 12, 2015

ACTION: APPROVED

WHEREAS, the Northern Virginia Transportation Authority (NVTa) is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act, Chapter 48.2, of Title 15.2, of the Code of Virginia of 1950, as amended; and

WHEREAS, the NVTa has a Legal Working Group, which includes the Council of Counsels; and

WHEREAS, Angela Lemmon Horan, Prince William County Attorney, a current member of the Council of Counsels, has submitted her resignation due to her appointment to the 31st Judicial Circuit General District Court bench;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby accept the resignation of Angela Lemmon Horan as a member of the Northern Virginia Transportation Authority Council of Counsels and appoints Robert B. Dickerson as a member, effective June 12, 2015.

Votes:


Ayes: Caddigan, Candland, Jenkins, Lawson, May, Nohe, Principi, Stewart

Nays: None

Absent from Vote: None

Absent from Meeting: None

ATTEST:


for Clerk to the Board

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
MEMORANDUM

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Noelle Dominguez, Chairman, Jurisdiction and Agency Coordination Committee

SUBJECT: Approval of Change in the Project Limits for Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded projects for Fairfax County; and the Reallocation of RSTP funds for Fairfax County and Prince William County projects

DATE: May 26, 2015

1. **Purpose.** To seek Authority approval of Fairfax County's request to change the project limits for previously approved Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded projects for Fairfax County; and to seek approval for the RSTP Reallocation Requests for Fairfax County and Prince William County.
2. **Suggested Motion:** *I move approval of the change in project limits for Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded projects for Fairfax County; and the reallocation of Regional Surface Transportation Program funds for Fairfax County and Prince William County.*
3. **Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTa to the Jurisdiction and Agency Coordinating Committee (JACC). However, the Authority will need to approve the transfer requests for new projects before any funds can be reallocated.

On May 14, 2015, Fairfax County requested approval to change the project limits of the following previously approved CMAQ and RSTP projects to reflect the current project descriptions:

- Route 7 Widening (UPC 99478): The current project limits are from Reston Avenue to Reston Parkway. The revised limits would be from Reston Avenue to Jarrett Valley Drive. The expanded project limits will enable the construction of additional widening improvements along the Route 7 corridor.
- Route 1 Widening (UPC 107187): The NVTa Board previously approved the transfer of \$9 million in RSTP funds to this project. The current limits are from Napper Road to Mount Vernon Highway. The revised limits would be from Huntington Metrorail

Station to Prince William County Line. The project description also should be revised as follows: "Richmond Highway Multi-Modal Improvements." The revised limits and description will enable work to be completed for a tiered Bus Rapid Transit/Widening Environmental Assessment and subsequent phases of the Route 1 Widening project.

Fairfax County also requested the approval of the following transfers to the following projects:

- \$5 million (\$2.5 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from the Reston Metrorail Access Group (RMAG) project (UPC 100470), due to revised cost estimates which lower the cost to complete RMAG Phase I. \$3 million to Route 7 Widening – PE Only (UPC 52328) will support the completion of PE work along entire length of Route 7 that is proposed for widening. \$2 million to Route 7 Widening (UPC 99478) will support construction activities included in the Route 7 Widening project.
- \$4.5 million (\$2 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from Tysons Metrorail Access Improvements (TMSAMS) project (UPC 100469) to Route 7 Widening (UPC 99478), due to revised estimates which lower the cost to complete TMSAMS improvements. This funding will support construction activities included in the Route 7 Widening project.
- \$2.8 million (\$1.2 million in FY16 RSTP funds and \$1.6 million in FY17 RSTP funds) from the Columbia Pike Streetcar project (UPC 100471) to Route 7 Widening (UPC 99478), due to cancellation of the streetcar project. This funding will support construction activities included in the Route 7 Widening project.

On May 11, 2015, Prince William County made the following requests:

- Transfer \$570,000 in FY2015 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 107405 (Blackburn Road/Rippon Boulevard Signal Improvement Project). UPC 92080 is fully funded and the transfer would allow the Virginia Department of Transportation (VDOT) to advance UPC 107405.
- Transfer \$756,000 in FY 2015 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 99403 (Logmill Road Project). UPC 92080 is fully funded and the transfer will allow Prince William County to advance UPC 99403.

At its meeting on May 14, 2015, the JACC recommended the Fairfax County and Prince William County requests.

Attachment(s): Letter to VDOT NOVA District Administrator Cuervo
Request Letters from Fairfax and Prince William Counties

Coordination: Jurisdiction and Agency Coordinating Committee



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

May 28, 2015

Ms. Helen Cuervo
 District Administrator
 Virginia Department of Transportation
 4975 Alliance Dr. Suite 4E-342
 Fairfax, Virginia 22030

Reference: Request to Change in the Project Limits for Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funded projects for Fairfax County; and the Reallocation of RSTP funds for Fairfax County and Prince William County projects

Dear Ms. Cuervo:

On September 11, 2008, the Northern Virginia Transportation Authority (NVTA) delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Jurisdiction and Agency Coordinating Committee (JACC). However, since the receiving projects are new, the Authority needs to approve the transfer requests before any funds can be reallocated.

On May 14, 2015, Fairfax County requested approval to change the project limits of the following previously approved CMAQ and RSTP projects to reflect the current project descriptions:

- Route 7 Widening (UPC 99478): The current project limits are from Reston Avenue to Reston Parkway. The revised limits would be from Reston Avenue to Jarrett Valley Drive. The expanded project limits will enable the construction of additional widening improvements along the Route 7 corridor.
- Route 1 Widening (UPC 107187): The NVTA Board previously approved the transfer of \$9 million in RSTP funds to this project. The current limits are from Napper Road to Mount Vernon Highway. The revised limits would be from Huntington Metrorail Station to Prince William County Line. The project description also should be revised as follows: "Richmond Highway Multi-Modal Improvements." The revised limits and description will enable work to be completed for a tiered Bus Rapid Transit/Widening Environmental Assessment and subsequent phases of the Route 1 Widening project.

Fairfax County also requested the approval of the following transfers to the following projects:

- \$5 million (\$2.5 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from the Reston Metrorail Access Group (RMAG) project (UPC 100470), due to revised cost estimates which lower the cost to complete RMAG Phase I. \$3 million to Route 7 Widening – PE Only (UPC 52328) will support the completion of PE work along entire length of Route 7 that is proposed for widening. \$2 million to Route 7 Widening (UPC 99478) will support construction activities included in the Route 7 Widening project.
- \$4.5 million (\$2 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from Tysons Metrorail Access Improvements (TMSAMS) project (UPC 100469) to Route 7 Widening (UPC 99478), due to revised estimates which lower the cost to complete TMSAMS improvements. This funding will support construction activities included in the Route 7 Widening project.
- \$2.8 million (\$1.2 million in FY16 RSTP funds and \$1.6 million in FY17 RSTP funds) from the Columbia Pike Streetcar project (UPC 100471) to Route 7 Widening (UPC 99478), due to cancellation of the streetcar project. This funding will support construction activities included in the Route 7 Widening project.

On May 11, 2015, Prince William County made the following requests:

- Transfer \$570,000 in FY2015 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 107405 (Blackburn Road/Rippon Boulevard Signal Improvement Project). UPC 92080 is fully funded and the transfer would allow the Virginia Department of Transportation (VDOT) to advance UPC 107405.
- Transfer \$756,000 in FY 2015 RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 99403 (Logmill Road Project). UPC 92080 is fully funded and the transfer will allow Prince William County to advance UPC 99403.

On May 28, 2015, the Authority approved the request noted above. Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Martin E. Nohe
Chairman

cc: Monica Backmon, Executive Director, NVTA
Jan Vaughn, Transportation Planning Section, VDOT
Tom Biesiadny, Director, Fairfax County Department of Transportation
Tom Blaser, Director, Prince William County Department of Transportation



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

May 14, 2015

Ms. Noelle Dominguez, Chairman
Jurisdiction and Agency Coordinating Committee
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, Virginia 22031

Re: Revisions to Route 7 Widening and Route 1 Widening projects and reallocation of Regional Surface Transportation Program (RSTP) and Congestion Mitigation Air Quality (CMAQ) funds between multiple projects

Dear Ms. Dominguez: *Noelle*

Fairfax County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) and the Northern Virginia Transportation Authority (NVTA) to change the project limits of the following previously approved CMAQ and RSTP projects to reflect the current project descriptions:

- Route 7 Widening (UPC 99478) The current project limits are from Reston Avenue to Reston Parkway. The revised limits would be from Reston Avenue to Jarrett Valley Drive. The expanded project limits will enable the construction of additional widening improvements along the Route 7 corridor.
- Route 1 Widening (UPC 107187) The NVTA Board previously approved the transfer of \$9 million in RSTP funds to this project. The current limits are from Napper Road to Mount Vernon Highway. The revised limits would be from Huntington Metrorail Station to Prince William County Line. The project description also should be revised as follows: "Richmond Highway Multi-Modal Improvements." The revised limits and description will enable work to be completed for a tiered Bus Rapid Transit/Widening Environmental Assessment and subsequent phases of the Route 1 Widening project.

Fairfax County also requests the approval of the following transfers to the following projects:

- \$5 million (\$2.5 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from the Reston Metrorail Access Group (RMAG) project (UPC 100470), due to revised cost estimates which lower the cost to complete RMAG Phase I. \$3 million to Route 7 Widening – PE Only (UPC 52328) will support the completion of PE work

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



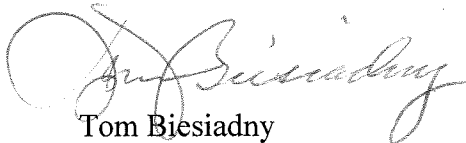
Ms. Noelle Dominguez, Chairman
Jurisdiction and Agency Coordinating Committee
Northern Virginia Transportation Authority
May 14, 2015
Page 2 of 2

along entire length of Route 7 that is proposed for widening. \$2 million to Route 7 Widening (UPC 99478) will support construction activities included in the Route 7 Widening project.

- \$4.5 million (\$2 million in FY16 RSTP funds and \$2.5 million in FY17 RSTP funds) from Tysons Metrorail Access Improvements (TMSAMS) project (UPC 100469) to Route 7 Widening (UPC 99478), due to revised estimates which lower the cost to complete TMSAMS improvements. This funding will support construction activities included in the Route 7 Widening project.
- \$2.8 million (\$1.2 million in FY16 RSTP funds and \$1.6 million in FY17 RSTP funds) from the Columbia Pike Streetcar project (UPC 100471) to Route 7 Widening (UPC 99478), due to cancellation of the streetcar project. This funding will support construction activities included in the Route 7 Widening project.

If you have any questions or concerns about this request please contact Brent Riddle at (703) 877-5659.

Sincerely,



Tom Biesiadny
Director

cc. Todd Wigglesworth, Fairfax County Department of Transportation (FCDOT)
Brent Riddle, FCDOT
Ray Johnson, FCDOT
Heather Zhan, FCDOT
Bethany Mathis, Virginia Department of Transportation (VDOT)
Jan Vaughn, VDOT



COUNTY OF PRINCE WILLIAM

5 County Complex Court, Suite 290, Prince William, Virginia 22192-9201
(703) 792-6825 Metro (703) 631-1703 Fax (703) 792-7159

DEPARTMENT OF
TRANSPORTATION

Thomas Blaser
Director

May 11, 2015

Noelle Dominguez, Chairman
Jurisdiction and Agency Coordinating Committee
3040 Williams Drive
Fairfax, VA 22031

RE: Transfer of Residual RSTP Funds

Dear Chairman Dominguez:

Prince William County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) for the following transfers of residual Regional Surface Transportation Program (RSTP) funds.

The first request is to transfer \$570,000 in residual RSTP FY2015 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Blackburn Road/Rippon Boulevard Signal Improvement Project (UPC 107405). The Route 28 Widening Project Phase I is fully funded, meaning the transfer of these residual funds would allow the Virginia Department of Transportation (VDOT) to advance the Blackburn Road/Rippon Boulevard Signal Improvement Project.

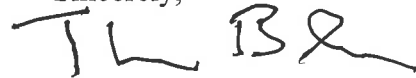
The second request is to transfer \$765,000 in residual RSTP FY2015 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Logmill Road Project (UPC 99403). The Route 28 Widening Project Phase I is fully funded; the transfer of these residual funds would allow the County to advance the Logmill Road Project once approval for the transfer is received from the NVTA JACC and NVTA Board.

Chairman Dominguez
May 11, 2015
Page 2

For clarification, these were excess federal funds from Phase 1 of the Route 28 project allocated for future years (FY15-16). The NVTa funds provided in FY14 were used to expedite Phase 2 of the Route 28 project.

While neither project is funded through RSTP funds currently, JACC approval is to be followed for consideration of the full NVTa Board. If you have any questions or comments on this request, please contact me at (703) 792-6825.

Sincerely,

A handwritten signature in black ink, appearing to read 'TL BR', followed by a long horizontal flourish.

Thomas Blaser
Director of Transportation

cc: Brentsville District Supervisor
Neabsco District Supervisor
Dumfries District Supervisor
County Executive
Rick Canizales, Transportation Planning Manager
Claudia Llana, Prince William Preliminary Engineering Manager, VDOT
Jan Vaughn, Programming Manager, VDOT

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Mayor Foreman, Chair, Planning Coordination Advisory Committee

DATE: May 27, 2015

SUBJECT: Report from the Planning Coordination Advisory Committee

1. **Purpose:** To provide a report on the activities of the Northern Virginia Transportation Authority's (NVTa) Planning Coordination Advisory Committee (PCAC) meeting.
2. **Comments:** The PCAC held a meeting on Thursday, May 21, 2015. Action items included the approval of the meeting minutes from November, December, January, February and March. All outstanding minutes were approved.

The following items were presented for the committee's information and discussion:

- a. **NVTa Executive Director's Report.** Ms. Backmon reported that the NVTa has now funded over a half billion dollars in projects - in less than two years. She also reported that the NVTa had its first groundbreaking for the Route 28 projects on May 11, 2015 and it was a huge success.

The next call for projects for FY2017 will likely be in the fall of 2015. This will be the first time that both highway and transit projects are evaluated using HB 599. Currently, the NVTa and VDOT are conducting a test run of the transit projects under the HB 599 evaluation model.

The RFP for the TransAction Update has been issued.

- b. **Review of Bylaws, Committee Structure, and Roles and Responsibilities.** Chair of the NVTa Bylaws Committee Mary Hynes attended the meeting to help facilitate the discussion of the roles and responsibilities of the PCAC. As part of this discussion, the Committee suggested that the charge of the group be more specific, including the review of Authority's annual legislative program, TransAction Update and the rolling Six Year Plan.

The PCAC recommended changes to Section D of the Bylaws regarding their charge, quorum and voting requirements (see attachment).

3. The next meeting of the PCAC is scheduled for September 17, 2015 at 6:30 pm.

Attachment: Suggested changes to Article V, Section D (PCAC) of the NVTB Bylaws

NVTA Bylaws-Suggested Changes Article V, Section D

D. Planning Coordination Advisory Committee (PCAC).

(1) Charge. This committee shall provide recommendations ~~be responsible for advising to~~ the NVTA on ~~broad~~ policy issues related to the periodic update of the NVTA's Long Range Transportation Plan (e.g., TransAction 2030) and the rolling extension of the development of the NVTA's Six Year Program. It may, from time to time, offer the NVTA advice on regional transportation issues and advised on NVTA's annual legislative program. ~~with special consideration to regional transportation, land use and growth issues and provide advisory recommendations to the NVTA.~~

(2) Membership. All members shall be elected officials from jurisdictions embraced by the NVTA. Such membership shall include, as a minimum, one elected official from each town that is located in any county embraced by the NVTA and receives street maintenance payments. ~~[Remaining membership TBD.]~~

(3) Chairman. The chairman and vice chairman shall be appointed by the Chairman of the NVTA.

(4) Staff Support. Staff support shall be provided by the NVTA staff. The chairman may request additional support from jurisdictional and agency staffs as needed.

(5) Quorum and Voting. A quorum shall consist of a majority of the committee members. The committee shall strive for consensus when developing recommendations. In the event that consensus cannot be attained, approval of an advisory recommendation or other actions shall require an affirmative vote of two thirds of the members present. ~~representing two thirds of the region's population. For purposes of such votes, town populations shall be subtracted from county populations and voted independently.~~

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Noelle Dominguez, Chairman, Jurisdiction and Agency Coordination Committee

SUBJECT: Approval of the Reallocation of Regional Surface Transportation Program (RSTP) funds for the City of Fairfax and Prince William County

DATE: May 26, 2015

- 1. Purpose.** To inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of RSTP Reallocation Requests for the City of Fairfax and Prince William County.
- 2. Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTa to the Jurisdiction and Agency Coordinating Committee (JACC).

On April 22, 2015, the City of Fairfax requested the following RSTP reallocations to UPC 100475 (Fairfax Boulevard Bridge and Pavement Reconstruction), which is almost complete and requires an additional \$30,954:

- Transfer \$8,576 from UPC 85378 (Traffic Monitoring Cameras) to UPC 100475. UPC 85378 is complete and has residual funding.
- Transfer \$4,256 from UPC 103038 (Traffic Signal Optimization) to UPC 100475. UPC 103038 is complete and has residual funding.
- Transfer \$18,122 from UPC (Multimodal Transportation Study) to UPC 100475. UPC 105478 will not need the full amount of funding allocated to it.

On May 14, 2015, Prince William County requested the following reallocations:

- Transfer \$802,000 in residual RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90499 (Purcell Road Project). UPC 92080 is fully funded and the transfer will allow the County to advance the Purcell Road Project.
- Transfer \$300,000 in residual RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to Route 1 Widening-Featherbed Lane to Mary's Way (UPC To Be Determined). This transfer will help timely project advertisement.

The JACC approved this request on May 14, 2015.

Attachment(s): DRAFT Letter to VDOT NOVA District Administrator Cuervo
Requests from the City of Fairfax and Prince William County

Coordination: Jurisdiction and Agency Coordinating Committee



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

May 28, 2015

Ms. Helen Cuervo
 District Administrator
 Virginia Department of Transportation
 4975 Alliance Dr. Suite 4E-342
 Fairfax, Virginia 22030

Reference: Request to Reallocate Regional Surface Transportation Program (RSTP) funds for the City of Fairfax and Prince William County

Dear Ms. Cuervo:

On September 11, 2008, the Northern Virginia Transportation Authority (NVTA) delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Jurisdiction and Agency Coordinating Committee (JACC).

On April 22, 2015, the City of Fairfax requested the following RSTP reallocations to UPC 100475 (Fairfax Boulevard Bridge and Pavement Reconstruction), which is almost complete and requires an additional \$30,954:

- Transfer \$8,576 from UPC 85378 (Traffic Monitoring Cameras) to UPC 100475. UPC 85378 is complete and has residual funding.
- Transfer \$4,256 from UPC 103038 (Traffic Signal Optimization) to UPC 100475. UPC 103038 is complete and has residual funding.
- Transfer \$18,122 from UPC (Multimodal Transportation Study) to UPC 100475. UPC 105478 will not need the full amount of funding allocated to it.

On May 14, 2015, Prince William County requested the following reallocations:

- Transfer \$802,000 in residual RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to UPC 90499 (Purcell Road Project). UPC 92080 is fully funded and the transfer will allow the County to advance the Purcell Road Project.
- Transfer \$300,000 in residual RSTP funds from UPC 92080 (Route 28 Widening Project Phase I) to Route 1 Widening-Featherbed Lane to Mary's Way (UPC To Be Determined). This transfer will help timely project advertisement.

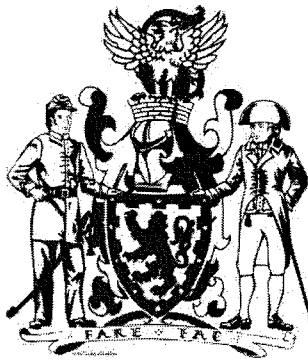
NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved this request on May 14, 2015, and the NVTA was informed on May 28, 2015. The NVTA has not objected to this reallocation.

Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Noelle Dominguez
NVTA JACC Chairman

Cc: Martin E. Nohe, Chairman, NVTA
Monica Backmon, Executive Director, NVTA
Jan Vaughn, Transportation Planning Section, VDOT
Wendy Block Sanford, Transportation Director, City of Fairfax
Tom Blaser, Director of Transportation, Prince William County



City of Fairfax

*10455 Armstrong Street
Fairfax, Virginia 22030-3630*

April 22, 2015

Ms. Noelle Dominguez
Chairman, Jurisdiction and Agency Coordinating Committee
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, VA 22031

Dear Ms. Dominguez:

The City of Fairfax would like to request the following three RSTP transfers to UPC 100475, Fairfax Blvd Bridge and Pavement Reconstruction. This project is almost complete and requires an additional \$30,954.

- Transfer \$8,576 from UPC 85378 (Traffic Monitoring Cameras) to UPC 100475. UPC 85378 is complete and has residual funding.
- Transfer \$4,256 from UPC 103038 (Traffic Signal Optimization) to UPC 100475. UPC 103038 is complete and has residual funding.
- Transfer \$18,122 from UPC 105478 (Multimodal Transportation Study) to UPC 100475. UPC 105478 will not need the full amount of money allocated to it.

If you have any questions, please contact me at (703) 385-7889 or Wendy.Sanford@fairfaxva.gov.

Sincerely,

Wendy Block Sanford

Wendy Block Sanford
Transportation Director

cc: David Summers, Public Works Director
Peter Millard, City Engineer
Pamela Petrie, City of Fairfax Contracts Manager
Jan Vaughan, VDOT Manager, NOVA Program Management
Bud Siegel, VDOT Local Assistance Program Manager
Elaine Hall, VDOT Project Manager



COUNTY OF PRINCE WILLIAM

5 County Complex Court, Suite 290, Prince William, Virginia 22192-9201
(703) 792-6825 Metro (703) 631-1703 Fax (703) 792-7159

DEPARTMENT OF
TRANSPORTATION

Thomas Blaser
Director

May 14, 2015

Noelle Dominguez, Chairman
Jurisdiction and Agency Coordinating Committee
3040 Williams Drive
Fairfax, VA 22031

Dear Chairman Dominguez:

Prince William County requests the approval of the Jurisdiction and Agency Coordinating Committee (JACC) to the following transfer of residual Regional Surface Transportation Program (RSTP) funds.

The first request is to transfer eight hundred and two thousand dollars (\$802,000) in residual (RSTP) FY2015 funds from the Route 28 Widening Project Phase I (UPC 92080) to the Purcell Road Project (UPC 90499). Since the Route 28 Widening Project Phase I is fully funded, the transfer of these residual funds would allow the County to advance the Purcell Road Project.

The second request is to transfer three hundred thousand dollars (\$300,000) in residual (RSTP) FY 2015 funds from Route 28 Widening Project Phase I (UPC 92080) to the Route 1 Widening- Featherstone Road to Mary's Way (UPC TBD). This transfer will help timely project advertisement.

For clarification, these were excess federal funds from Phase 1 of the Route 28 project allocated for future years (FY15-16). The NVTAF funds provided in FY14 were used to expedite Phase 2 of the Route 28 project.

Noelle Dominguez
May 14, 2015
Page 2

Both projects have RSTP funds; therefore only NVTJ JACC approval is needed. If you have any questions or comments on this request please contact me at (703) 792-6825.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Blaser', with a stylized flourish at the end.

Thomas Blaser
Director of Transportation

cc: Brentsville District Supervisor
Neabsco District Supervisor
Dumfries District Supervisor
County Executive
Rick Canizales, Transportation Planning Manager
Claudia Llana, Prince William Preliminary Engineering Manager, VDOT
Jan Vaughn, Programming Manager, VDOT

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: Monthly Revenue Report

DATE: May 28, 2015

1. **Purpose:** Update of HB 2313 receipts, revenue estimates and distributions.
2. **Background:** The attached reports reflect funding received or in process through April 2015.
3. **Comments:**
 - a. **FY 2015 Revenues (Attachment A)**
 - i. The Authority has received approximately \$198.7 million through the April transfers from the Commonwealth.
 - ii. Actual to estimate comparison for revenues through April show an 8.7% positive variance in Grantors Tax receipts, a 1% positive variance in Sales Tax receipts and an 8.19 % negative variance in Transient Occupancy Tax receipts.
 - b. **FY 2015 Distribution to localities (Attachment B)**
 - i. As of the preparation of this report, all nine jurisdictions have completed the HB2313 required annual certification process to receive FY2015 30% funds.
 - ii. Of the \$198.7 million received by the Authority for FY2015, approximately \$59.7 million represents 30% local funds.
 - iii. All the \$59.7 million eligible to be distributed has been transferred to the member jurisdictions as of the end of April.
 - c. **FY2014 to FY2015 Year to date Revenue Comparison (Attachment C).**
 - i. This chart reflects a month to month comparison of revenue by tax type and a year to year comparison of total revenues received through April 2015.
 - ii. While the chart reflects positive growth in the three revenue types the year to year history for the Authority is very limited.
 - iii. No changes to the FY2015 revenue estimates are recommended at this time.

Attachments:

- A. Revenues Received By Tax Type, Compared to NVTA Estimates, Through April 2015
- B. FY2015 30% Distribution by Jurisdiction
- C. Month to Month Comparison By Tax Type and YTD Receipts Through April 2015 and 2014

XVIII.A

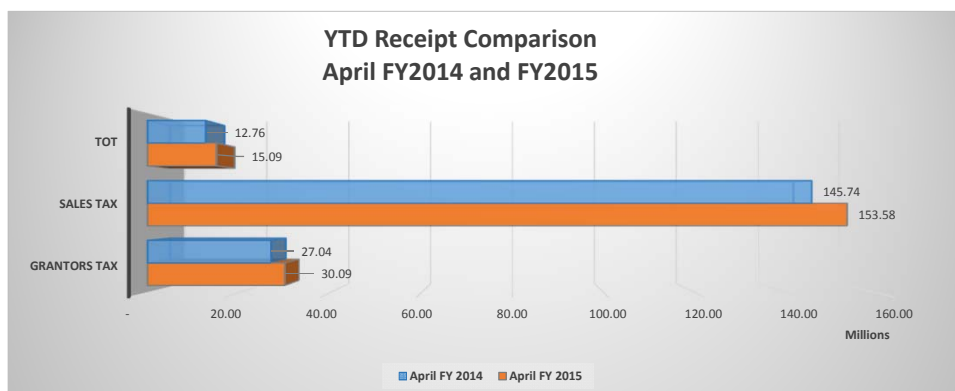
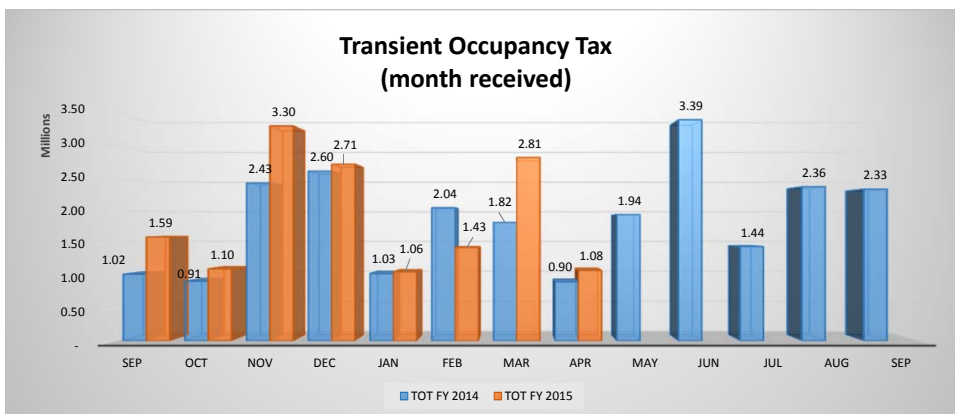
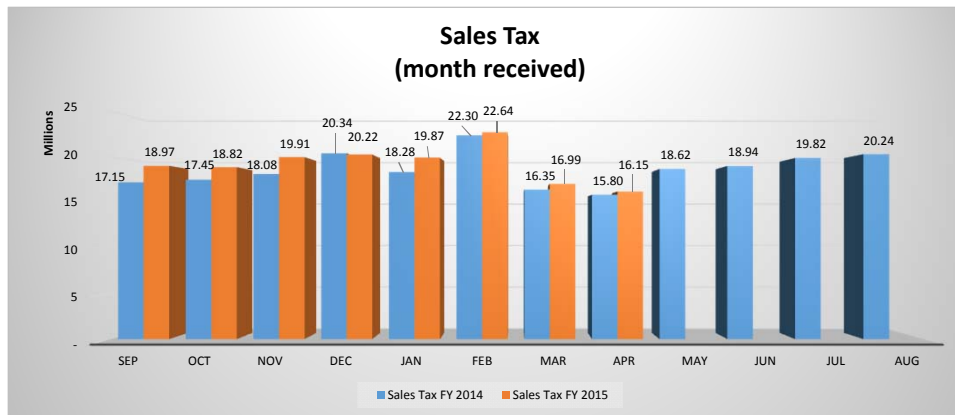
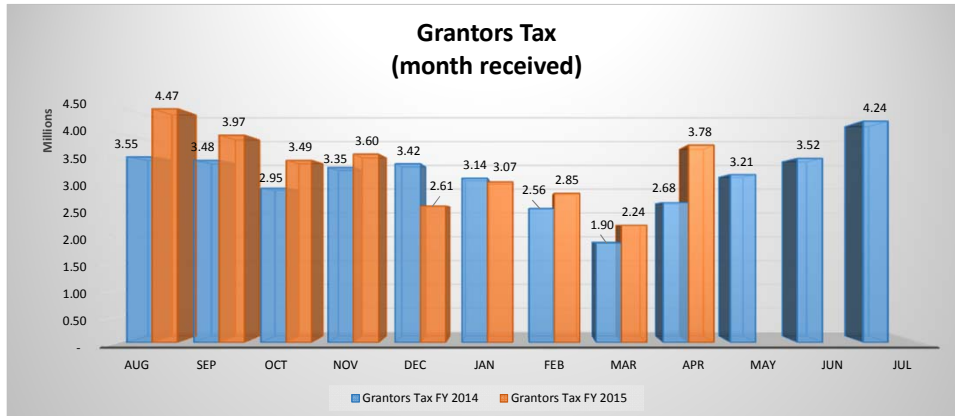
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTB BUDGET
Based on: Revenue Data Through April 2015
FYE June 30, 2015

Grantors Tax		Received		NVTB		Projected Variance
Transaction Months	9	To Date	Annualized	FY 2015 Budget	Annualized - Actual To Budget	
City of Alexandria		\$ 2,555,253	\$ 3,407,003	\$ 3,195,000	\$ 212,003	
Arlington County		\$ 3,380,364	\$ 4,507,152	\$ 4,574,287	\$ (67,135)	
City of Fairfax		\$ 209,682	\$ 279,576	\$ 290,799	\$ (11,223)	
Fairfax County		\$ 13,219,274	\$ 17,625,699	\$ 15,169,980	\$ 2,455,719	
City of Falls Church		\$ 227,408	\$ 303,211	\$ 263,319	\$ 39,892	
Loudoun County		\$ 6,353,337	\$ 8,471,116	\$ 8,466,000	\$ 5,116	
City of Manassas		\$ 223,299	\$ 297,733	\$ 272,917	\$ 24,816	
City of Manassas Park		\$ 122,884	\$ 163,845	\$ 149,692	\$ 14,153	
Prince William County		\$ 3,794,496	\$ 5,059,329	\$ 4,521,672	\$ 537,657	
Total Grantors Tax Revenue		\$ 30,085,997	\$ 40,114,663	\$ 36,903,666	\$ 3,210,997	8.70%
Regional Sales Tax*		Received		FY 2015		Projected Variance
Transaction Months	8	To Date	Annualized	Budget	Annualized - Actual To Budget	
City of Alexandria		\$9,088,390	\$ 13,632,584	\$ 14,891,000	\$ (1,258,416)	
Arlington County		\$15,731,991	\$ 23,597,986	\$ 23,984,390	\$ (386,404)	
City of Fairfax		\$4,910,420	\$ 7,365,630	\$ 6,536,626	\$ 829,004	
Fairfax County		\$69,476,401	\$ 104,214,601	\$ 100,596,000	\$ 3,618,601	
City of Falls Church		\$1,430,936	\$ 2,146,404	\$ 2,498,666	\$ (352,262)	
Loudoun County		\$26,298,409	\$ 39,447,614	\$ 40,086,000	\$ (638,386)	
City of Manassas		\$3,083,958	\$ 4,625,936	\$ 4,620,629	\$ 5,307	
City of Manassas Park		\$802,385	\$ 1,203,577	\$ 930,903	\$ 272,674	
Prince William County		\$22,752,304	\$ 34,128,456	\$ 33,928,982	\$ 199,474	
Total Sales Tax Revenue*		\$ 153,575,193	\$ 230,362,789	\$ 228,073,196	\$ 2,289,593	1.00%
Transient Occupancy Tax (TOT)		Received		FY 2015		Projected Variance
Transaction Months	5.94	To Date	Annualized	Budget	Annualized - Actual To Budget	
City of Alexandria	Months	8.00 \$ 1,907,104	\$ 2,860,656	\$ 3,364,000	\$ (503,344)	
Arlington County	Months	8.00 \$ 5,327,340	\$ 7,991,011	\$ 8,890,830	\$ (899,819)	
City of Fairfax	Quarters	8.00 \$ 195,069	\$ 97,535	\$ 349,526	\$ (251,991)	
Fairfax County	Quarters	2.50 \$ 5,152,540	\$ 8,244,064	\$ 8,965,800	\$ (721,736)	
City of Falls Church	Months	8.00 \$ 84,121	\$ 126,181	\$ 143,309	\$ (17,128)	
Loudoun County	Quarters	2.50 \$ 1,592,441	\$ 2,547,906	\$ 2,020,000	\$ 527,906	
City of Manassas	Months	8.00 \$ 36,058	\$ 54,087	\$ 78,546	\$ (24,459)	
City of Manassas Park		\$ -	\$ -	\$ -	\$ -	
Prince William County	Quarters	2.50 \$ 792,765	\$ 1,268,424	\$ 1,446,000	\$ (177,576)	
Total TOT Revenue		15,087,439	23,189,864	\$ 25,258,011	(2,068,147)	-8.19%
Total Revenue Received		\$ 198,748,629	\$ 293,667,316	\$ 290,234,873	\$ 3,432,443	1.18%
		\$ 198,748,629				

*The Regional Sales Tax is reported net of the following fees:

August Receipt	\$ -
September Receipt	\$ -
October Receipt	\$ 22,065
November Receipt	\$ 1,035
December Receipt	\$ 22,310
January Receipts	\$ 14,198
	<u>\$ 59,608</u>

XVIII.C



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

TO: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: NVTa Operating Budget

DATE: May 22, 2015

1. **Purpose:** To update the Authority on the NVTa Operating Budget for FY2015.
2. **Background:** The NVTa operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2015 operating budget.
3. **Comments:**
 - a. Operating Revenue at over 100% of estimate.
 - b. April represents 83.3% of the fiscal year. Through April 2015, the Authority has utilized 70.8% of its expenditure budget.
 - c. No changes are expected to the Operating Budget.

Attachment: FY2015 Operating Budget through April 30, 2015

XIX.ATTACHMENT

Northern Virginia Transportation Authority FY 2015 Operating Budget April 30, 2015			
INCOME:	Approved Budget	Actual Receipts	Variance Budget to Actual
Budget Carryforward	\$ 270,000.00	\$ 294,142.00	\$ 24,142.00
Interest (70% Regional Revenues) *			-
Billed to Member Jurisdictions	1,149,473.00	1,149,473.00	-
Misc. Income		3,229.09	3,229.09
Reimbursement -LOC Cost of Issuance			-
Total Income	1,419,473.00	1,446,844.09	27,371.09
EXPENDITURES:	Approved Budget	Actual Expenditures	Variance Budget to Actual
Personnel Expenditures			
Salaries	\$ 649,290.00	\$ 516,316.40	\$ 132,973.60
Benefits	140,850.00	102,095.11	38,754.89
Taxes	49,600.00	38,078.77	11,521.23
Personnel Subtotal	839,740.00	656,490.28	183,249.72
Professional Service			
Audit/Accounting	27,500.00	27,369.00	131.00
Banking Services	1,000.00	129.57	870.43
Insurance	3,700.00	3,689.00	11.00
Payroll Services	2,000.00	830.98	1,169.02
Transaction Update Outreach	46,200.00	-	46,200.00
Public Outreach	23,800.00	31,843.29	(8,043.29)
Professional Subtotal	104,200.00	63,861.84	40,338.16
Technology/Communication			
Accounting & Financial Reporting System	25,000.00	20,125.00	4,875.00
Hardware Software & Peripherals Purchase	7,000.00	4,171.65	2,828.35
IT Support Services including Hosting	11,794.00	9,332.43	2,461.57
Phone Service	7,060.00	3,949.69	3,110.31
Web Development & Hosting	30,000.00	1,281.55	28,718.45
Subtotal Technology/Communication	80,854.00	38,860.32	41,993.68
Administrative Expenses			
Advertisements	6,000.00	425.00	5,575.00
Dues & Subscriptions	2,500.00	1,578.00	922.00
Duplication/Printing	15,000.00	11,182.63	3,817.37
Furniture/Fixtures	58,000.00	39,621.53	18,378.47
Meeting Expenses	3,600.00	4,406.60	(806.60)
Mileage/Transportation	7,200.00	1,593.97	5,606.03
Miscellaneous Expense (moving expense)	5,000.00	4,365.62	634.38
Office Lease	50,000.00	5,535.00	44,465.00
Office Supplies	5,200.00	7,025.13	(1,825.13)
Postage/Delivery	600.00	157.20	442.80
Professional Development/Training	5,000.00	1,956.32	3,043.68
Subtotal Administrative Expenses	158,100.00	77,847.00	80,253.00
Expenditure Subtotal	1,182,894.00	837,059.44	345,834.56
Operating Reserve (20%)	236,579.00	-	236,579.00
Total Expenditures	1,419,473.00	837,059.44	582,413.56
Budget Balance	\$ -	\$ 609,784.65	\$ 609,784.65
Member Jurisdiction Support			
Jurisdiction	2010 Population	FY 2015 Support Amounts	
City of Alexandria	6.30%	\$ 72,417	
Arlington County	9.40%	\$ 108,050	
City of Fairfax	1.00%	\$ 11,495	
Fairfax County	48.00%	\$ 551,747	
City of Falls Church	0.60%	\$ 6,897	
Loudoun County	14.20%	\$ 163,225	
City of Manassas	1.70%	\$ 19,541	
City of Manassas Park	0.60%	\$ 6,897	
Prince William County	18.20%	\$ 209,204	
		\$ 1,149,472	

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Monica Backmon, Executive Director

DATE: May 26, 2015

SUBJECT: Executive Director's Report

1. **Purpose:** To inform the Authority of items of interest not addressed in other agenda items.
2. **TransAction Update:** The Authority approved the release of the Request for Proposals for the update to TransAction at its April 23, 2015 meeting. In response to the request, five proposals were received. It is anticipated that the Authority will be asked to approve the contract at the July meeting.
3. **Route 28 Groundbreaking Event:** On Monday, May 11th, the NVTa held its Groundbreaking event for the Route 28 projects. This event was held at the Innovation Avenue Bridge and served as the official kick-off of the Authority's FY2015-16 Two Year Program.
4. **PRTC Western Maintenance Facility Groundbreaking Event:** NVTa staff, in coordination with PIOs from Prince William County and PRTC, is in the initial stages of planning a groundbreaking event for the Western Maintenance Facility. Members will receive information on location, date and time as details for the event are finalized.
5. **2015 Annual Report:** NVTa staff is in the preliminary stages of developing the Authority's 2015 Annual Report. As part of this update and to increase the Authority's photo library, headshots will be taken of all Authority members in addition to a group photo.
6. **Advancing FY2014-2016 Projects:** The Authority has approved all Standard Project Agreements (SPAs) representing the FY2014 program and five SPAs as part of the FY2015-16 Two Year Program. The attached handout details the status of the projects with approved SPAs. The status of all approved projects can be found on the NVTa homepage.
7. **FY2017 One Year Program:** NVTa staff anticipates issuing the Call for Projects for the FY2017 Program in September. As DRPT and VDOT continue to analyze a set of transit projects through the HB 599 model, staff will finalize the schedule.

Attachment: FY2014-2016 Transportation Projects Advancing as of May 28, 2015.



NVTA FY2014-16 Program Project Status

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Arlington County	Blue/Silver Line Mitigation – Purchase of four new transit buses to introduce Silver Line connecting service. Arlington Transit is using the four 19 passenger buses to enable additional capacity on the ART 43 Route between Crystal City, Rosslyn and Court House.	\$797,696 (FY2014)	Asset Acquisition Transit Technology Initiation of Service	Service initiated on March 31, 2014.	Complete March 2014.
Arlington County	Boundary Channel Drive Interchange – Constructs two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the District.	\$4,335,000 (FY2014)	Engineering ROW Acquisition Construction	Planning and design underway; construction of the interchange begins in Fiscal Year 2018; construction of the local road that connects to the interchange (Long Bridge Drive) begins in Fiscal Year 2016.	By 2018 (Long Bridge Drive) and by 2020 (interchange)
Arlington County	Columbia Pike Multimodal Improvement – Includes a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to Four Mile Run.	\$12,000,000 (FY2014)	Construction	Design notice to proceed was provided in October 2014. Invitation to Bid scheduled for release December 2015, with construction expected to be under way in spring 2016.	Fall 2018
Arlington County	Crystal City Multimodal Center – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.	\$1,500,000 (FY2014)	Construction	Construction contract awarded in February 2015. Project will break ground May 2015.	December 2015
Fairfax County	NEW! Innovation Metrorail Station – Construction of the Silver Line Phase II extension of the rail system from Washington DC, to and beyond the Dulles International Airport. This multimodal facility will include bus bays, bicycle parking, kiss-and-ride and taxi waiting areas, as well as pedestrian bridges and station entrances from both the north and south sides of the Dulles Airport Access Highway/Dulles Toll Road.	\$41,000,000 (FY2014)	Design Construction	Project is in Design. Construction in the median for station foundation is planned for summer 2015.	Estimated 2019
Loudoun County	Leesburg Park and Ride – Funding of land acquisition for a second Leesburg Park and Ride facility to accommodate a minimum of 300 spaces.	\$1,000,000 (FY2014)	ROW Acquisition Construction	In process of acquiring the identified property.	Acquisition of land anticipated by end of 2015.

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Loudoun County	LC Transit Buses – New transit buses to introduce Silver Line connecting service.	\$880,000 (FY2014)	Asset Acquisition	Buses have been ordered.	Anticipated delivery by May 2016.
Loudoun County	Belmont Ridge Road (North) – Widening of Belmont Ridge between Gloucester Parkway and Hay Road Segment, including a grade separation structure to carry the W&OD trail over Belmont Ridge Road.	\$20,000,000 (FY2014)	ROW Acquisition Construction	Contractor selection in process for Design/Build. Contract award June 2015.	December 2018
Prince William County	Route 1 Widening from Featherstone Road to Marys Way – Widen Route 1 from a 4 lane undivided highway to a 6 lane divided highway; including a multi-use trail on the west side and a sidewalk on the east side.	\$3,000,000 (FY2014)	Design	The roadway design activities have been started.	Design December 2016. Construction advertisement December 2018.
Prince William County	Route 28 Widening from Linton Hall Road to Fitzwater Drive -- Widen from a 2 lane undivided roadway to a 4 lane divided highway. Project includes relocation and re-alignment of Route 215 (Vint Hill Road) and construction of a multi-use trails on the south side and a sidewalk on the north side.	\$28,000,000 (FY2014)	Engineering ROW Acquisition Construction	In right-of-way phase. Have agreements for 43 of the 56 properties. Utility relocation to be completed by spring 2016.	December 2017
City of Alexandria	Potomac Yard Metrorail Station EIS – This project supports ongoing design and environmental activities associated with the development of a new Blue/Yellow Line Metrorail station at Potomac Yard, located between the existing Ronald Reagan Washington National Airport Station and Braddock Road Station.	\$2,000,000 (FY2014)	Design Environmental	Anticipate decision on the Locally Preferred Alternative in spring 2015, with a Record of Decision by spring 2016.	Expected to open by year-end 2018.
City of Alexandria	Shelters and Real Time Transit Information for DASH/WMATA – Constructs bus shelters and provides associated amenities such as real time information at high ridership stops.	\$450,000 (FY2014)	Asset Acquisition	Invitation to Bid is expected by May 2015. Installation is expected to commence in late summer/early fall 2015.	Winter 2016/2017
City of Alexandria	Traffic Signal Upgrades/Transit Signal Priority – Includes design of transit priority systems on Route 1 and Duke Street, and purchase of equipment and software to install transit signal priority and upgrade traffic signals on Route 1.	\$660,000 (FY2014)	Design Asset Acquisition	Procurement documents are in development. Design begins in spring 2015.	Winter 2016/2017
City of Alexandria	DASH Bus Expansion – Five new hybrid buses to provide additional service and increased headways to regional activity centers, including BRAC-133 at Mark Center and VRE Station at King Street.	\$1,462,500 (FY2014)	Asset Acquisition	Delivery expected to commence in late spring 2015.	Fall 2015

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
City of Fairfax	Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place – Widens Route 123 (Chain Bridge Road) to six lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.	\$5,000,000 (FY2014)	ROW Acquisition	Utility relocations. Construction is expected to commence in spring 2016.	2017 or 2018, depending on utility relocations
City of Fairfax	NEW! 35' CUE Bus Acquisition - Replaces six of the City's CUE transit buses with larger buses that can hold additional passengers. The new buses will be 35 feet long and will provide additional capacity, holding 31 seated passengers and 51 standing.	\$3,000,000 (FY2015-16)	Asset Acquisition	Anticipated delivery August 2015.	August 2015
City of Fairfax	NEW! Northfax – Intersection and drainage improvements at Route 29/50 and Route 123. Improvements on all legs of the intersection to improve traffic operations at the intersection and reduce delays experienced by travelers. Extension of a 3rd northbound lane on Route 123 from Route 29/50 to Eaton Place, the addition of a dual left turn from southbound Route 123 to eastbound Route 29/50, correction of substandard existing lane shifts within the project limits, the extension of turn lanes, and access management improvements.	\$10,000,000 (FY2015-16)	Construction	ROW acquisitions completed February 2015. Construction begins March 2016.	June 2018
City of Fairfax	NEW! Kamp Washington Intersection Improvements – Eliminates the existing substandard lane shift between Route 50 and Route 236 through the intersection; signalization phasing improvements; construction of an additional southbound lane on U.S 29 from the Kamp Washington (50/29/236) intersection to the existing third southbound lane; extension of the westbound through lanes on VA 236 (Main Street) from Chestnut Street to Hallman Street; lengthening of turn lanes to provide additional storage for turning vehicles from Route 50 to Route 50/29 and Route 236 to Route 29; new crosswalks, curb ramps, sidewalks and pedestrian signalization; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction begins September 2015.	April 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
City of Fairfax	NEW! Jermantown Road/Route 50 Roadway Improvements – Addition of a third westbound lane along Route 50 (Fairfax Boulevard) (NHS) from Bevan Drive to Jermantown Road; widening of northbound Jermantown Road to allow for two through lanes adjacent to the left turn lane into the shopping center; geometric improvements to southbound Jermantown Road to provide a dual right turn lane, through lane, and left turn lane; and replacement of span-wire signals with mast arm signals.	\$1,000,000 (FY2015-16)	Construction	Construction began March 2015.	March 2016
City of Falls Church	Bus Stops Changes – Includes the provision of shelters and pedestrian way-finding information. Also includes consolidation of existing stops, design, ROW acquisition and construction for bus stop changes along Route 7, and provision of bus shelters.	\$200,000 (FY2014)	Engineering Construction Inspection Services	Final engineering review. Easement acquisition and procurement expected to commence during spring 2015.	Fall 2015
City of Falls Church	Pedestrian Access to Transit – Includes the provision of enhanced pedestrian connections to the Intermodal Plaza being designed for the intersection of South Washington Street and Hillwood Avenue. The Intermodal Plaza will serve as a focal point for bus transportation in the area when completed.	\$700,000 (FY2014)	Engineering Environmental Construction	Engineering/initial design begun. Coordination of utility undergrounding has begun. Construction expected to commence in summer 2015.	Summer 2017
City of Falls Church	Pedestrian Bridge Providing Safe Access to the East Falls Church Metro Station – Includes the expansion of an existing bridge on Van Buren Street to include a segregated pedestrian area. The existing bridge lacks such a facility and requires pedestrians to detour onto the pavement in order to access the Metro Station.	\$300,000 (FY2014)	Design Construction	Engineering/initial design begun. Surveys for site and utilities has begun. Survey for streambed complete. Construction expected to commence in summer 2016.	Early 2017
Town of Herndon	Intersection Improvements (Herndon Parkway/Sterling Road) – Street capacity improvements for congestion relief. Project includes ROW acquisition and construction.	\$500,000 (FY2014)	Final Engineering ROW Acquisition Construction	Right of way acquisition for sidewalk improvements.	Highway improvement November 2014. Sidewalk improvements expected during the first half of 2015.
Town of Herndon	Intersection Improvements (Herndon Parkway/Van Buren Street) – Street capacity improvements for congestion relief.	\$500,000 (FY2014)	Engineering ROW Acquisition	Procurement approved and awarded in February 2015.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Town of Herndon	Access Improvements (Silver Line Phase II – Herndon Metrorail Station) – Provides additional vehicle and bus pull-off bays and major intersection improvements to include ADA accessible streetscape, paver crosswalks, bike-pedestrian signalization, refuge media islands and bus shelter/transit facilities.	\$1,100,000 (FY2014)	Engineering ROW Acquisition Construction	Procurement approved and awarded in March 2015. ROW acquisition/street dedication is to begin in early 2016 to be ready for construction in 2017.	Expected in 2018, prior to the opening of Dulles Metrorail Phase II.
Town of Leesburg	Edwards Ferry Road and Route 15 Leesburg Bypass Grade Separated Interchange – Development of a new grade separated interchange.	\$1,000,000 (FY2014)	Design Environmental	VDOT conducting survey work.	Interchange Justification Report expected complete in 2017.
Northern Virginia Transportation Commission	Transit Alternatives Analysis (Route 7 Corridor Fairfax County/Falls Church/Arlington County/Alexandria) – Corridor study to study transit options on Route 7.	\$838,000 (FY2014)	Planning for Phase 2 of Study	Study underway. Issued the full Notice to Proceed in November 2014. Finalized Outreach Plan in January. Virtual public kick-off launched April 20, 2015.	Expected completion in March 2016.
Potomac and Rappahannock Transportation Commission	Gainesville New Service Bus – Funding to acquire one commuter bus for new PRTC Gainesville Service.	\$559,275 (FY2014)	Asset Acquisition	Delivery of bus in spring 2014.	Complete
Potomac and Rappahannock Transportation Commission	NEW! Western Maintenance Facility – New facility will alleviate overcrowding at PRTC's Transit Center (which was designed to accommodate 100 buses, but is currently home to over 153 buses) and to permit service expansion as envisioned and adopted in PRTC's long range plan.	\$16,500,000 (FY2015-16)	Construction Testing Inspection Oversight	Early release utility and foundation construction is expected to begin July 2015 with full construction to commence October 2015.	Early summer of 2017
Virginia Department of Transportation	Route 28 Hot Spot Improvements (Loudoun Segment) – Loudoun segment of Route 28 improvements from Sterling Blvd. to the Dulles Toll Road.	\$12,400,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	Route 28 Widening Dulles Toll Road to Route 50 – Widen Route 28 from 3 to 4 lanes Southbound from Dulles Toll Road to Route 50.	\$20,000,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017
Virginia Department of Transportation	Route 28 Widening McLearen Road to Dulles Toll Road – Widen Route 28 from 3 to 4 lanes Northbound from McLearen Road to Dulles Toll Road.	\$11,100,000 (FY2014)	Construction Contract Admin.	Issued Notice to Proceed in January 2015. Substantial completion expected in winter 2016.	Summer 2017

Jurisdiction/ Agency	Project Description	NVTA Funds	Phase(s) Funded	Status	Completion
Virginia Railway Express	Alexandria Station Tunnel – Includes a pedestrian tunnel connection between Alexandria Union Station/VRE Station and the King Street Metrorail Station, as well as the improvement of the VRE station east side platform to enable it to service trains on both sides.	\$1,300,000 (FY2014)	Construction	Preliminary engineering has begun and a schedule developed. 30% plans are due in June 2015. Coordination with VDOT for environmental documentation review. Coordination with stakeholders continues; meetings with City of Alexandria, WMATA and Amtrak have been scheduled.	Summer 2017
Virginia Railway Express	Gainesville to Haymarket Extension – Corridor study and preliminary development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.	\$1,500,000 (FY2014)	Planning Project Development Conceptual Design	Contract awarded March 2015; execution is awaiting REF funding agreement.	Spring 2018
Virginia Railway Express	Lorton Station Second Platform – Includes final design and construction of a 650 foot second platform at the VRE Lorton Station in Fairfax County to accommodate trains up to 8 cars in length.	\$7,900,000 (FY2014)	Final Design Construction	Update of prior second-platform preliminary engineering PE underway with Fairfax County and DRPT to accommodate new CSXT platform requirements.	Fall 2016
Washington Metropolitan Transit Authority	NEW! 8-Car Traction Upgrades – Begins the process of upgrading traction power along the Orange Line by incrementally improving the power system to increase power supply capacity to support the future expanded use of eight car trains.	\$4,978,685 (FY2014)	Engineering ROW Acquisition Construction Contract Admin.		